

No. 6871

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

**Polaris Sales Agreement. Signed at Washington, on 6 April
1963**

Official text: English.

Registered by the United States of America on 12 August 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

**Accord relatif à la vente de fusées Polaris. Signé à Wa-
shington, le 6 avril 1963**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique de 12 août 1963.

No. 6871. POLARIS SALES AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND. SIGNED AT WASHINGTON, ON 6 APRIL 1963

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, recalling and affirming the "Statement on Nuclear Defense Systems" included in the joint communiqué issued on December 21, 1962² by the President of the United States of America and the Prime Minister of Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland ;

Have agreed as follows :

Article I

1. The Government of the United States shall provide and the Government of the United Kingdom shall purchase from the Government of the United States Polaris missiles (less warheads), equipment, and supporting services in accordance with the terms and conditions of this Agreement.

2. This Agreement shall be subject to the understandings concerning British submarines equipped with Polaris missiles (referred to in paragraphs 8 and 9 of the Nassau "Statement on Nuclear Defense Systems") agreed by the President of the United States and the Prime Minister of the United Kingdom at their meeting held in the Bahamas between December 18 and December 21, 1962.

Article II

1. In recognition of the complexity of the effort provided for in this Agreement and the need for close coordination between the contracting Governments in giving effect to its terms, the two Governments shall promptly establish the organizational machinery provided for in the following paragraphs of this Article.

2. The Department of Defense, acting through the Department of the Navy, and the Admiralty, or such other agency as the Government of the United Kingdom shall designate, will be the Executive Agencies of their respective Governments in carrying out the terms of this Agreement. Appropriate representatives of the Exec-

¹ Came into force on 6 April 1963, upon signature, in accordance with article XVI.

² United States of America : *Department of State Bulletin*, 14 January 1963.

utive Agencies are authorized to enter into such technical arrangements, consistent with this Agreement, as may be necessary.

3. A Project Officer will be designated by each Government's Executive Agency with direct responsibility and authority for the management of the activities of that Government under this Agreement. Each Project Officer will designate liaison representatives, in such numbers as may be agreed, who will be authorized to act on his behalf in capacities specified in technical arrangements and who will be attached to the Office of the other Project Officer.

4. A Joint Steering Task Group will be established by the Project Officers to advise them, *inter alia*, concerning the development of new or modified equipment to meet specific requirements of the Government of the United Kingdom, and concerning interfaces between the equipment provided by the two Governments respectively. The Joint Steering Task Group will comprise the Project Officers (or their representatives), and principal liaison representatives, and may include selected leaders from among the scientists, industrialists and government executives of the United States and of the United Kingdom. The Joint Steering Task Group will meet approximately every three months alternately in the United Kingdom and in the United States under the chairmanship of the resident Project Officer.

Article III

1. The Government of the United States (acting through its Executive Agency) shall provide, pursuant to Article I of this Agreement, Polaris missiles (less warheads), equipment, and supporting services of such types and marks and in such quantities as the Government of the United Kingdom may from time to time require, and in configurations and in accordance with delivery programs or time tables to be agreed between the Project Officers. In the first instance the missiles, equipment, and supporting services provided by the Government of the United States shall be sufficient to meet the requirements of a program drawn up by the Government of the United Kingdom and communicated to the Government of the United States prior to the entry into force of this Agreement.

2. The missiles, equipment, and supporting services referred to in paragraph 1 of this article are the following :

- a. Polaris missiles (less warheads but including guidance capsules) ;
- b. missile launching and handling systems ;
- c. missile fire control systems ;
- d. ships navigation systems ;
- e. additional associated, support, test, and training equipment and services including, but not limited to :

- (i) test and check-out equipment, specialized power supplies, power distribution systems and support equipment associated with the items enumerated in subparagraphs *a*, *b*, *c*, and *d* of this paragraph and adequate in type and quantity to meet the requirements of installations both aboard ship and ashore ;
- (ii) specialized equipment including the types specified in subparagraphs *a*, *b*, *c*, *d*, and *e* (i) of this paragraph for use in such support and training facilities as may be provided by the Government of the United Kingdom ;
- (iii) construction spares and spare parts adequate in scope and quantity to ensure the continued maintenance of the equipment specified in subparagraphs *a*, *b*, *c*, *d*, *e* (i), and *e* (ii) of this paragraph ;
- (iv) (a) latest available United States technical documentation including specification, blueprints, and manuals covering the missiles and equipment listed in subparagraphs *a*, *b*, *c*, *d*, *e* (i), *e* (ii) and *e* (iii) of this paragraph in sufficient scope and quantity to cover safety requirements and permit successful transport, installation, operation, and maintenance by the Government of the United Kingdom of all equipment purchased under the terms of this Agreement ;
(b) latest available United States technical documentation, as may be necessary from time to time in individual cases, to permit manufacture by the Government of the United Kingdom to the extent necessary for the maintenance, repair, and modification of the items listed in subparagraphs *a*, *b*, *c*, *d*, *e* (i), *e* (ii) and *e* (iii) of this paragraph ;
- (v) services, including :
 - (a) use, as appropriate, of existing support and missile range facilities in the United States ;
 - (b) assistance in program management techniques and, in addition, those engineering and lead shipyard services required to ensure proper system integration, installation, and check-out in the United Kingdom ; to the extent required and available, appropriate modification, maintenance, and overhaul of the equipment listed in subparagraphs *a*, *b*, *c*, *d*, *e* (i), *e* (ii), and *e* (iii) of this paragraph ;
 - (c) research, design, development, production, test, or other engineering services as may be required to meet specific United Kingdom requirements ;
 - (d) training of naval and civil personnel in the service of the Government of the United Kingdom and United Kingdom contractors to the extent to which they are involved in the inspection, installation, operation, maintenance, repair, and modification of the equipment listed in subparagraphs *a*, *b*, *c*, *d*, *e* (i), *e* (ii), and *e* (iii) of this paragraph.

Article IV

Future developments relating to the Polaris Weapon System, including all modifications made thereto, by the Government of the United States or the Government of the United Kingdom shall, in the areas enumerated in Article III, be made reciprocally available through their Executive Agencies in accordance with the terms of this Agreement, reciprocally applied.

Article V

The Government of the United Kingdom will provide the submarines in which will be installed the missiles and equipment to be provided under this Agreement, and will provide the warheads for these missiles. Close coordination between the Executive Agencies of the contracting Governments will be maintained in order to assure compatibility of equipment. Information concerning the hull, auxiliary machinery, and equipment of United States submarines transmitted under the authority of this Agreement will be such as is necessary to obtain a satisfactory interface between the equipment provided by the two Governments respectively. This Agreement does not, however, authorize the sale of, or transmittal of information concerning, the nuclear propulsion plants of United States submarines.

Article VI

1. In carrying out this Agreement, the Government of the United States will use, to the extent practicable, established Department of Defense contracting procedures and existing Polaris contracts. In any event contracts for production or work for the Government of the United Kingdom will be incorporated in or placed on the same terms as those for the Government of the United States. When appropriate the United States Project Officer will direct that amendments be sought to existing contracts and that terms be incorporated in new contracts to safeguard any special requirements of the Government of the United Kingdom in the contract subject matter which may arise in connection with this Agreement, for example, to provide for any alterations or any reduction of quantities which may be necessary.

2. The missiles and equipment provided by the Government of the United States under this Agreement shall be fabricated to the same documentation and quality standards as are the counterparts for the United States Polaris Program.

3. The missiles and equipment provided by the Government of the United States under this Agreement will be integrated with the scheduled United States Polaris Program and will be fabricated on a schedule which will make the most efficient and economical use of existing United States production lines. Deliveries will be made upon a schedule to be defined by the Government of the United Kingdom, but which is consonant with the above fabrication schedule.