

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR COOPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES

[As amended. Last amendment:] Washington, 22 July 2014

The Government of the United Kingdom of Great Britain and Northern Ireland 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;

Reaffirming that the spread of atomic weapons technology, potentially including State and sub-State actors, imperils the defense and security of both nations;

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.

ARTICLE II. Exchange of Information

- A. Each Party will communicate to or exchange with the other Party such classified information, sensitive nuclear technology, and controlled nuclear 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 co-operation provided for in paragraph A of this Article each Party will exchange with the other Party other classified information concerning atomic weapons, sensitive nuclear technology, and controlled nuclear information, including special nuclear materials properties and production or processing technology, 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 may authorize, subject to terms and conditions acceptable to the Government of the United States, persons (1) to transfer by sale to the Government of the United Kingdom or persons designated by the Government of the United Kingdom submarine nuclear propulsion plants and parts thereof, including spare parts, replacement cores, and fuel elements, as may be agreed by the Parties, and (2) to communicate to the Government of the United Kingdom or persons designated by the Government of the United Kingdom (or to both) information as is necessary for the design, manufacture, and operation of submarine nuclear propulsion plants.
- 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 any submarine nuclear propulsion plant transferred pursuant to paragraph A of this Article, 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 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 a price based on the fair market price of comparable enriched uranium sold in the U.S. domestic market 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 a price based on the fair market price of comparable enriched uranium sold in the U.S. domestic market at the time of the sale.
- D. The Parties may exchange classified information on methods of reprocessing fuel elements of the type utilized in any propulsion plant 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 any propulsion plant or parts thereof, including spare parts, replacement cores or fuel elements, transferred under this Article are taken outside of 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 III bis. Transfer of Materials and Equipment

- A. The Government of the United States shall transfer to the Government of the United Kingdom the following in such quantities, at such times prior to December 31, 2024, and on such terms and conditions as may be agreed:
1. non-nuclear parts of atomic weapons which parts are for the purpose of improving the United Kingdom's state of training and operational readiness;
 2. other non-nuclear parts of atomic weapons systems involving Restricted Data which parts are for the purpose of improving the United Kingdom's state of training and operational readiness when in accordance with appropriate requirements of applicable laws;
 3. source, by-product and special nuclear material, and other material, for research on, development of, or use in atomic weapons when, after consultation with the Government of the United Kingdom, the Government of the United States determines that the transfer of such material is necessary to improve the United Kingdom's atomic weapon design, development or fabrication capability.
- B. The Government of the United States shall transfer to the Government of the United Kingdom special nuclear material, and authorize the transfer of other material, for research on, development of, production of, or use in utilization facilities for military applications, in such quantities, at such times prior to December 31, 2024, and on such terms and conditions as may be agreed.
- C. The Government of the United States shall transfer enriched uranium, and shall arrange enrichment and other uranium services to the Government of the United Kingdom, for military purposes, in such quantities, at such times prior to December 31, 2024, and on such terms and conditions as may be agreed.
- D. The Government of the United Kingdom shall transfer to the Government of the United States for military purposes such source, byproduct and special nuclear material, and equipment of such types, in such quantities, at such times prior to December 31, 2024, and on such terms and conditions as may be agreed.
- E. 1. With respect to by-product material, special nuclear material and other material transferred from one Party to the other under this Article, the recipient Party agrees not to use any such material for purposes other than those for which it was received, provided that material which has lost its identity as a result of commingling with other material of the recipient Party may be put to other uses if the recipient Party retains an equivalent amount of its own material for the purpose for which the other Party's material was received.

2. For material or equipment transferred from one Party to the other Party, the recipient Party shall pay or reimburse, as may be agreed, all packaging, transportation and related costs. Packaging, shipping containers and methods of shipment shall be as may be agreed.
3. Should either Party desire to acquire materials or components for use in the manufacture or in preparation for manufacture of atomic weapons from any source within the jurisdiction of the other Party, the procuring Party shall inform the other Party of the proposed procurement in order that such other Party may determine whether the proposed procurement involves classified information and if so whether the proposed procurement is in compliance with its applicable laws and regulations."

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 where specifically authorized by this Agreement or, as may be agreed for civil uses, the recipient Party agrees not to use the information communicated or exchanged, or the materials or equipment transferred by either Party pursuant to this Agreement for other than the preparation or implementation of defense plans, including the evaluation of potential enemy capabilities, in the mutual interests of the two countries.
- D. Nothing in this Agreement shall preclude the communication or exchange of classified information, sensitive nuclear technology, or controlled nuclear information, which may be 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. Sensitive nuclear technology and controlled nuclear information transferred pursuant to this Agreement shall be accorded at least the same level of protection by the recipient party as that accorded to such information by the transferring Party. The Parties shall consult with each other regarding the appropriate protections for such information.
- C. Adequate physical security shall be maintained with respect to any source material, special nuclear material and equipment transferred pursuant to the Agreement, and with

respect to any special nuclear material used in or produced through the use of any material or reactor so transferred. Such protection shall be commensurate with the importance of the material or equipment involved.

- D. Classified information, sensitive nuclear technology, and controlled nuclear 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.
- E. Classified information, sensitive nuclear technology, and controlled nuclear information, communicated or exchanged, and any materials or equipment transferred, pursuant to this Agreement shall not be communicated, exchanged or transferred by the recipient Party or persons under its jurisdiction to any unauthorized persons, or, except as provided in Article VII of this Agreement, beyond the jurisdiction of that Party. Each Party may stipulate the degree to which any of the information, materials or equipment communicated, exchanged or transferred by it or persons under its jurisdiction pursuant to this Agreement may be disseminated or distributed; may specify the categories of persons who may have access to such information, materials or equipment; and may impose such other restrictions on the dissemination or distribution of such information, materials or equipment as it deems necessary.
- F. Adequate materials control and accountability shall be maintained with respect to any nuclear material (including source material and special nuclear material) transferred pursuant to the Agreement, and with respect to any nuclear material used in or produced through the use of any nuclear material or equipment transferred pursuant to the Agreement. Each Party guarantees adequate materials control and accountancy shall be maintained so long as such nuclear material or equipment remains under its jurisdiction or control. As may be mutually agreed, the Parties shall consult with each other regarding methods and technology for providing such materials control and accountability.

ARTICLE VII Dissemination

Nothing in this Agreement shall be interpreted or shall operate as a bar or restriction to consultation or cooperation in any field of defense by either Party with other nations or international organizations. Neither Party, however, shall communicate classified information, sensitive nuclear technology, and controlled nuclear information, or transfer or permit access to or use of materials, or equipment, made available by the other Party pursuant to this Agreement to any nation or international organization unless:

- A. it is notified by the other Party that all appropriate provisions and requirements of such other Party's applicable laws, including authorization by competent bodies of such other Party, have been complied with as necessary to authorize such other Party directly so to communicate to, transfer to or permit access to or use by such other nation or international organization; and further that such other Party authorizes the recipient Party so to communicate to, transfer to or permit access to or use by such other nation or international organization; or
- B. in the case of communication of classified information, sensitive nuclear technology, and controlled nuclear information, and access to materials or equipment, such other Party has informed the recipient Party that such other Party has so communicated such classified information to, or permitted access to such materials or equipment by, such other nation or international organization; or

- C. in the case of material which has lost its identity as a result of commingling with other material of the recipient Party, the recipient Party retains an amount under its jurisdiction equivalent to that made available to it by the other Party under this Agreement.

ARTICLE VIII. Classification Policies

Agreed classification policies shall be maintained with respect to all classified information, materials or equipment communicated, exchanged or transferred under this Agreement. The Parties intend to continue the present practice of consultation with each other on the classification of these matters.

ARTICLE IX. Patents

- A. With respect to any invention or discovery employing classified information which has been communicated or exchanged pursuant to Article II or derived from any submarine propulsion plant, material or equipment transferred pursuant to Articles III or III bis, and made or conceived by the recipient Party, or any agency or corporation owned or controlled thereby, or any of their agents or contractors, or any employee of any of the foregoing, after the date of such communication, exchange or transfer but during the period of this Agreement:
1. in the case of any such invention or discovery in which rights are owned by the recipient Party, or any agency or corporation owned or controlled thereby, and not included in subparagraph 2 of this paragraph, the recipient Party shall, to the extent owned by any of them:
 - (a) transfer and assign to the other Party all right, title and interest in and to the invention or discovery, or patent application or patent thereon, in the country of that other Party, subject to the retention of a royalty-free, non-exclusive, irrevocable license for the governmental purposes of the recipient Party and for the purposes of mutual defense; and
 - (b) grant to the other Party a royalty-free, non-exclusive, irrevocable license for the governmental purposes of that other Party and for purposes of mutual defense in the country of the recipient Party and third countries, including use in the production of material in such countries for sale to the recipient Party by a contractor of that other Party;
 2. in the case of any such invention or discovery which is primarily useful in the production or utilization of special nuclear material or atomic energy and made or conceived prior to the time that the information it employs is made available for civil uses, the recipient Party shall:
 - (a) obtain, by appropriate means, sufficient right, title and interest in and to the invention or discovery, or patent application or patent thereon, as may be necessary to fulfill its obligations under the following two subparagraphs:
 - (b) transfer and assign to the other Party all right, title and interest in and to the invention or discovery, or patent application or patent thereon, in the country of that other Party, subject to the retention of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, for all purposes; and
 - (c) grant to the other Party a royalty-free, non-exclusive, irrevocable license.

with the right to grant sublicenses, for all purposes in the country of the recipient Party and in third countries.

- B. 1. Each Party shall, to the extent owned by it, or any agency or corporation owned or controlled thereby, grant to the other Party a royalty-free, non-exclusive, irrevocable license to manufacture and use the subject matter covered by any patent and incorporated in any submarine propulsion plant, spare parts or equipment transferred pursuant to paragraph A of Article III or paragraphs A, B, C or D of Article III bis for use by the licensed Party for the purposes set forth in paragraph C of Article V.
2. The transferring Party neither warrants nor represents that any submarine propulsion plant or any material or equipment transferred under Article III does not infringe any patent owned or controlled by other persons and assumes no liability or obligation with respect thereto, and the recipient Party agrees to indemnify and hold harmless the transferring Party from any and all liability arising out of any infringement of any such patent.
- C. With respect to any invention or discovery, or patent application or patent thereon, or license or sublicense therein, covered by paragraph A of this Article, each Party:
1. may, to the extent of its right, title and interest therein, deal with the same in its own and third countries as it may desire, but shall in no event discriminate against citizens of the other Party in respect of granting any license or sublicense under the patents owned by it in its own or any other country;
2. hereby waives any and all claims against the other Party for compensation, royalty or award, and hereby releases the other Party with respect to any and all such claims.
- D. 1. No patent application with respect to any classified invention or discovery employing classified information which has been communicated or exchanged pursuant to Article II, or derived from any submarine propulsion plant, material or equipment transferred pursuant to Article III, may be filed:
- (a) by either Party or any person in the country of the other Party except in accordance with agreed conditions and procedures; or
- (b) in any country not a party to this Agreement except as may be agreed and subject to Articles VI and VII.
2. Appropriate secrecy or prohibition orders shall be issued for the purpose of giving effect to this paragraph.

ARTICLE X. Previous Agreements for Cooperation

Effective from the date on which the present Agreement enters into force, the cooperation between the Parties being carried out under or envisaged by the Agreement for Cooperation Regarding Atomic Information for Mutual Defense Purposes, which was signed at Washington on June 15, 1955(), and by paragraph B of Article I bis of the Agreement for Cooperation on Civil Uses of Atomic Energy, which was signed at Washington on June 15, 1955(), as amended by the Amendment signed at Washington on June 13, 1956(), shall be carried out in accordance with the provisions of the present Agreement.

ARTICLE XI. Definitions

For the purposes of this Agreement:

- A. "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for

transporting or propelling the device (where such means is a separable and divisible part of the device). the principal purpose of which is for use as. or for development of. a weapon, a weapon prototype. or a weapon test device.

- B. "Classified information" means information, data, materials, services or any other matter with the security designation of United Kingdom 'Restricted' or equivalent or United States Confidential or higher applied under the legislation or regulations of either the United Kingdom or the United States, including that designated by the Government of the United States as "Restricted Data" or "Formerly Restricted Data" and that designated by the Government of the United Kingdom as "ATOMIC."
- C. "Sensitive nuclear technology" means any information (including information incorporated in a production or utilization facility or important component part thereof) which is not available to the public and which is important to the design, construction, fabrication, operation or maintenance of a uranium enrichment or nuclear fuel reprocessing facility or a facility for the production of heavy water, but shall not include information designated as Restricted Data by the Government of the United States.
- D. "Controlled nuclear information" means information protected by the Government of the United States from unauthorized dissemination pursuant to sections 57.b. or 148 of the United States Atomic Energy Act of 1954, as amended.
- E. "Equipment" means any instrument, apparatus or facility and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof, and includes submarine nuclear propulsion plant, reactor and military reactor. "Equipment" also includes non-nuclear parts of atomic weapons and other non-nuclear parts of atomic weapons systems involving Restricted Data.
- F. "Military reactor" means a reactor for the propulsion of naval vessels, aircraft or land vehicles and military package power reactors.
- G. "Person" means:
 - 1. any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency or government corporation other than the United Kingdom Ministry of Defence and the United States Department of Energy; and
 - 2. any legal successor, representative, agent or agency of the foregoing.
- H. "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained and controlled by utilizing uranium, plutonium or thorium, or any combination of uranium, plutonium or thorium. •
- I. "Submarine nuclear propulsion plant" means a propulsion plant and includes the reactor, and such control, primary, auxiliary, steam and electric systems as may be necessary for propulsion of submarines.
- J. "Non-nuclear parts of atomic weapons" means parts of atomic weapons which are specially designed for them and are not in general use in other end products and which are not made, in whole or in part, of special nuclear material ; and "other non-nuclear parts of atomic weapons systems involving Restricted Data" means parts of atomic weapons systems, other than non-nuclear parts of atomic weapons, which contain or reveal atomic information and which are not made, in whole or in part, of special nuclear material.

K. "Atomic information" means information designated 'Restricted Data' or 'Formerly Restricted Data' by the Government of the United States and information designated 'ATOMIC' by the Government of the United Kingdom.

ARTICLE XII. Duration

This Agreement shall enter into force on the date() on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement, and shall remain in force until terminated by agreement of both Parties, except that, if not so terminated, Article II may be terminated by agreement of both Parties, or by either Party on one year's notice to the other Party.

In witness whereof, the undersigned, duly authorized, have signed this Agreement.

Done at Washington, in duplicate, this third day of July, 1958.

For the Government of the United Kingdom of Great Britain
and Northern Ireland:

HOOD.

For the Government of the United States of America:

JOHN FOSTER DULLES.

This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Amendment.

DONE at Washington, in duplicate, this twenty-second day of July, 2014.

For the Government of the United Kingdom of Great Britain
and Northern Ireland:

For the Government of the United States of America: