

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 through 25 July 2024. Compiled by the International Panel on Fissile Materials]

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America (collectively, the "Parties"),

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 originating 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 Atomic Information and other related: Classified Information, Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, 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 or design of military reactors.

For the avoidance of doubt, the Parties understand the above-mentioned purposes to incorporate security of the nuclear security enterprise and support of nuclear threat reduction capabilities.

B. In addition to the cooperation provided for in paragraph A of this Article, each Party will exchange with the other Party Atomic Information concerning atomic weapons and other related: Classified Information, Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology, Controlled Nuclear Information, and special nuclear materials properties and production or processing technology, when, after consultation with the recipient Party, the originating Party determines that the communication of such information is necessary to improve the recipient Party's atomic weapon design, development or fabrication capability.

C. In addition to the provisions of this Agreement, the originating Party shall apply its internal processes to the communication or exchange of information to the recipient Party.

ARTICLE III. Naval Nuclear Propulsion Plants and Related Equipment, Information and Materials

A. Subject to terms and conditions acceptable to it, an originating Party may directly, or may authorize persons to:

1. transfer by sale to the recipient Party or persons designated by the recipient Party naval nuclear propulsion plants or parts thereof, including spare parts, naval reactor cores, fuel elements and other related equipment, as may be agreed by the Parties; and
2. communicate to or exchange with the recipient Party or persons designated by the recipient Party information, including information designated as Naval Nuclear Propulsion Information ("NNPI"), as is necessary for the research, development or design of naval nuclear propulsion plants or parts thereof, including their manufacture, operation, maintenance, regulation and disposal.

B. Each Party may transfer to the other Party agreed amounts of materials, including U-235 contained in uranium enriched in the isotope U-235, as needed for use in any naval nuclear propulsion plant on such terms and conditions as may be agreed. If the Parties mutually agree to do so, the originating Party may reprocess any material transferred under this paragraph in facilities of the originating Party, on terms and conditions to be agreed, or may authorize such reprocessing in private facilities in the territory of the originating Party. Enriched uranium recovered in reprocessing such materials by either Party may be purchased by the originating Party under terms and conditions to be

agreed. Special nuclear material recovered in reprocessing such materials and not purchased by the originating Party may be returned to or retained by the recipient Party.

C. Each Party 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 at the time of the sale. For types of enriched uranium that do not have a commercial market, compensation for sale will be made at a price to be agreed by both Parties.

D. The Parties may communicate or exchange information, including NNPI, on methods of reprocessing fuel elements of the type utilized in any naval nuclear propulsion plant, including information on the design, construction or operation of facilities for the reprocessing of such fuel elements.

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, 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, and on such terms and conditions as may be agreed.

C. The Government of the United States shall transfer enriched uranium to the Government of the United Kingdom, and shall arrange enrichment and other uranium services to the Government of the United Kingdom, for military purposes, in such quantities, at such times, 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, by-product, other material and special nuclear material, and equipment of such types, in such quantities, at such times, 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 originating 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 information communicated or exchanged pursuant to this Agreement and if so whether the proposed procurement is in compliance with its applicable laws and regulations.

ARTICLE IV. Responsibility for Use of Information, Material and Equipment and Waiver of Claims

A. 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 recipient Party, and the originating 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.

B. The recipient Party waives all of its claims, except contract claims, against the originating Party and its employees, arising out of or connected with the use or application of this information, material or equipment, including any claim arising out of or connected with the design, manufacture, assembly, transfer or utilization of naval nuclear propulsion plants, spare parts, naval reactor cores or fuel elements transferred pursuant to this Agreement.

ARTICLE V. Conditions

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

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 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, Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology or Controlled Nuclear Information, which may be transmitted under other arrangements between the Parties.

ARTICLE VI. Guaranties

A. Classified Information communicated or exchanged, as well as materials and equipment transferred, pursuant to this Agreement shall be accorded full security protection under applicable security arrangements between the Parties and applicable

laws 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. Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology and Controlled Nuclear Information communicated or exchanged 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 originating Party. The Parties shall consult with each other regarding the appropriate protections for such information.

C. Classified Information designated by the United Kingdom as "OFFICIAL-SENSITIVE" shall be protected by the United States in accordance with the procedures identified in an implementing instrument or instruments entered into by the Parties.

D. 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. Each Party shall provide protection commensurate with both Parties' laws, regulations and policies.

E. 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.

F. 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.

G. 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 of Information, Materials and Equipment

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 or exchange information or transfer or permit access to or use of materials or equipment made

available by the originating Party pursuant to this Agreement to any nation or international organization unless:

A. it is notified by the originating Party that all appropriate provisions and requirements of the originating Party's applicable laws and regulations, including authorization by competent bodies of the originating Party, have been complied with as necessary to authorize the originating Party directly so to communicate to, transfer to or permit access to or use by such other nation or international organization; and further that the originating 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 or exchange of information or access to materials or equipment, the originating Party has informed the recipient Party that the originating Party has so communicated or exchanged such 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 originating Party under this Agreement.

ARTICLE VIII. Information-Security Policies

A. Agreed information-security policies shall be maintained with respect to all 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 these matters.

B. In the event that either Party updates its national information-security terminology referred to in Article XI, it shall notify the other Party in writing and, upon mutual written determination, the relevant definition(s) shall be read using the updated terminology for the purposes of this Agreement.

ARTICLE IX. Intellectual Property

A. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing instruments. Rights to such intellectual property shall be allocated as provided in this Article.

B. With respect to any invention or discovery employing or derived from information, material or equipment which has been communicated, exchanged or transferred pursuant to this Agreement 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 originating Party all right, title and interest in and to the invention or discovery, including any patent application or patent thereon, in the country of the originating 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 originating Party a royalty-free, non-exclusive, irrevocable license for the governmental purposes of the originating Party and for purposes of mutual defense worldwide, including use in the production of material for sale to the recipient Party by a contractor of the originating 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, including any patent application or patent thereon, as may be necessary to fulfill its obligations under the following two subparagraphs;

(b) transfer and assign to the originating Party all right, title and interest in and to the invention or discovery, including any patent application or patent thereon, in the country of the originating 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 originating Party a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, for all purposes worldwide.

C. 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 material or equipment transferred pursuant to this Agreement for use by the licensed Party for the purposes set forth in paragraph C of Article V.

2. The originating Party neither warrants nor represents that any information, material or equipment transferred under this Agreement does not infringe any patent owned or controlled by other persons and assumes no liability or obligation with respect thereto, and the recipient Party waives all of its claims against the originating Party and its employees, for any and all liability arising out of any infringement of any such patent.

D. With respect to any invention or discovery, including any patent application or patent thereon, or license or sublicense therein, covered by paragraph B of this Article, each Party:

1. may, to the extent of its right, title and interest therein, deal with the same worldwide (other than in the country of the other Party) 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 worldwide; and

2. hereby waives all of its claims against the other Party for compensation, royalty or award.

E. The Parties may conclude an implementing agreement or agreements for the purpose of allocating intellectual property rights arising under this Agreement other than those

allocated in paragraphs B through D of this Article. Any implementing agreement shall be consistent with this Agreement.

F. Notwithstanding anything to the contrary in this Article or in any implementing agreement concluded pursuant to paragraph E of this Article:

1. No patent application with respect to any invention or discovery employing or derived from information, material or equipment communicated, exchanged or transferred pursuant to this Agreement that includes Classified Information, Controlled Unclassified Information, technical data or technology subject to either Party's export control requirements, Sensitive Nuclear Technology, or Controlled Nuclear Information, 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 jurisdiction not of 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 paragraph F(1) of this Article.

3. Any intended publication of information employing or derived from information communicated or exchanged under the Agreement or related to material or equipment transferred under this Agreement shall be subject to both Parties' respective review processes for: Classified Information, Controlled Unclassified Information, technical data or technology subject to export control requirements, Sensitive Nuclear Technology, and Controlled Nuclear Information. Classified Information, Controlled Unclassified Information, technical data or technology subject to export control requirements, or Controlled Nuclear Information communicated or exchanged pursuant to this Agreement, or derived from information so communicated or exchanged, may not be published except in accordance with both Parties' applicable laws and regulations and only following such review by the Parties.

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 within the scope of this Agreement with the security designation of United States

“Confidential” or higher or, with respect to the United Kingdom, a security designation of “OFFICIAL-SENSITIVE” or higher, as applied under the laws or regulations of either the United States or the United Kingdom, respectively. “Classified Information” includes Atomic Information and that designated by the United States as National Security Information.

C. “Controlled Unclassified Information” means information created or possessed by either Party that requires safeguarding or dissemination controls pursuant to and consistent with applicable law, regulations and government-wide policies but is not Classified Information. For the United States, this means information designated as (U.S.) Controlled Unclassified Information.

D. “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 Classified Information.

E. “Controlled Nuclear Information” means unclassified 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.

F. “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 naval nuclear propulsion plants or parts thereof, reactors, and military reactors. “Equipment” also includes non-nuclear parts of atomic weapons and other non-nuclear parts of atomic weapons systems involving Restricted Data.

G. “Military reactor” means a reactor for the propulsion of naval vessels, aircraft or land vehicles and military package power reactors.

H. “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.

I. “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.

J. “Naval 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 naval vessels.

K. “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.

L. "Atomic Information" means information designated as Restricted Data or Formerly Restricted Data by the United States and information designated as ATOMIC by the United Kingdom.

M. "Nuclear security enterprise" means, for the United States, the physical infrastructure, technology and workforce at the national security laboratories and atomic weapons production sites, as well as the Nevada National Security Site and the National Nuclear Security Administration's Office of Secure Transportation, and for the United Kingdom, the equivalent physical infrastructure, technology and workforce associated with the defence nuclear enterprise.

N. "Naval Nuclear Propulsion Information" or "NNPI" means information concerning the design, arrangement, development, manufacture, testing, operation, administration, training, maintenance or repair of the naval nuclear propulsion plants of naval nuclear-powered vessels and prototypes, including the associated shipboard and shore-based nuclear support facilities, and consists of Classified Information and Controlled Unclassified Information.

O. "National Security Information" means information that has been determined pursuant to U.S. Executive Order No. 13526 or any predecessor or successor order to require protection against unauthorised disclosure and is marked to indicate its classified status when in documentary form.

P. "Originating Party" means the Party that originally communicates, exchanges or transfers information, material or equipment, as applicable.

Q. "Recipient Party" means the Party that originally receives the communication, exchange or transfer of information, material or equipment, as applicable.

ARTICLE XII. Final Provisions

A. 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.

B. Following termination of this Agreement, information, material or equipment communicated, exchanged or transferred pursuant to this Agreement prior to the effective date of termination shall continue to be treated in accordance with Articles IV, V(C), VI(A, B, C, D, F and G), VII, VIII and IX. Additionally, termination of this Agreement shall not affect rights or obligations under Article IX.

C. The Parties may enter into implementing instruments to implement the provisions of the Agreement. In case of any inconsistency between an implementing instrument and this Agreement, this Agreement shall prevail.

D. The Parties shall settle any disagreements arising in the implementation or interpretation of this Agreement through mutual consultations without recourse to any dispute settlement mechanisms.