

US–UK mutual defence agreement (Washington, 3 July 1958)

Caption: On 3 July 1958, the US and British Governments sign an Agreement for Cooperation on the Uses of Atomic Energy for Mutual Defence Purposes. The agreement particularly focuses on the exchange of classified information concerning the use and production of nuclear weapons. It comes into force on 4 August 1958.

Source: Agreement 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 Defence Purposes: Washington, July 3, 1958 [online]. Treaty Series No. 41 (1958). London: Her Majesty's Stationery Office. UK Treaties Online. Treaty Series 041/1958: Cmnd537. Available at: <http://www.treaties.fco.gov.uk/treaties/treaty.htm>

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Treaty Series No. 41 (1958)

Agreement

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 Defence Purposes

Washington, July 3, 1958

[The Agreement entered into force on August 4, 1958]

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
October 1958*

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Cmd. 537

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

Washington, July 3, 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.

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.

C. Classified 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.

ARTICLE VII

Dissemination

Nothing in this Agreement shall be interpreted or 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 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 authorized to do so by such other Party, or unless such other Party has informed the recipient Party that the same information has been made available to that nation or international organization.

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 the submarine propulsion plant, material or equipment transferred pursuant to Article III, 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 the submarine propulsion plant and spare parts transferred pursuant to paragraph A of Article III 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 the 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 the 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⁽¹⁾, 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⁽²⁾, as amended by the Amendment signed at Washington on June 13, 1956⁽³⁾, 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 "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. "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.

⁽¹⁾ "Treaty Series No. 52 (1955)," Cmd. 9555.

⁽²⁾ "Treaty Series No. 55 (1955)," Cmd. 9560.

⁽³⁾ "Treaty Series No. 35 (1956)," Cmd. 9847.

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

E. "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 Atomic Energy Authority and the United States Atomic Energy Commission; and
2. any legal successor, representative, agent or agency of the foregoing.

F. "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.

G. "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.

H. References in this Agreement to the Government of the United Kingdom include the United Kingdom Atomic Energy Authority.

ARTICLE XII

Duration

This Agreement shall enter into force on the date⁽⁴⁾ 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 to take effect at the end of a term of ten years, or thereafter on one year's notice to take effect at the end of any succeeding term of five years.

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

Done at Washington, this third day of July, 1958, in two original texts.

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.

⁽⁴⁾ August 4, 1958.