

UNITED STATES  
OF AMERICA



Treaty Series No. 49 (1966)

# 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 in the Civil Power Applications of Atomic Energy

Washington, 2 June 1966

[The Agreement entered into force on 15 July 1966]

*Presented to Parliament by the Secretary of State for Foreign Affairs  
by Command of Her Majesty  
August 1966*

LONDON  
HER MAJESTY'S STATIONERY OFFICE

TENPENCE NET

Cmd. 3078

**AGREEMENT  
FOR COOPERATION IN THE CIVIL POWER APPLICATIONS  
OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF  
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND AND THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA**

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 (hereinafter referred to as the United Kingdom), and the Government of the United States of America including the United States Atomic Energy Commission (hereinafter referred to as the United States);

Desiring to engage in cooperation in furthering the use of atomic energy in civil power applications;

Have agreed as follows:

**ARTICLE I**

**Scope of Agreement**

A. Subject to the availability of personnel and material, and the applicable laws, directives, regulations and license requirements in force in their respective countries, the Parties shall assist each other, as hereinafter described, in furthering the use of atomic energy in civil power applications, including merchant marine propulsion. It is the intent of the Parties that such assistance shall be rendered on a reciprocal basis.

B. Restricted Data shall not be communicated under this Agreement, and no material shall be transferred and no service shall be furnished under this Agreement if the transfer of such material or the furnishing of such service involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate because the information is privately owned or has been received from another Government.

**ARTICLE II**

**Exchange of Information**

The Parties shall exchange general information in the development of atomic energy in civil power applications. Detailed information and applied information in this field shall be exchanged to such an extent and under such terms and conditions as may be agreed.

## ARTICLE III

### Responsibility of Receiving Party

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

## ARTICLE IV

### Materials for Civil Power Applications

A. The Commission is prepared to sell to the United Kingdom, on terms and conditions to be agreed, such quantities as may be agreed of uranium enriched in the isotope U-235 for fueling reactors in the United Kingdom civil nuclear power programs (including programs for merchant marine propulsion).

B. The Commission is also prepared to enter into contracts for the producing or enriching, or both, after December 31, 1968, in facilities owned by the Commission, of special nuclear material for the account of the United Kingdom, for the uses specified in paragraph A of this Article to such extent and subject to such terms and conditions as may be established by the Commission.

C. With regard to the transactions provided for in this Article it is understood that:

- (1) contracts specifying quantities, enrichments, delivery schedules and other terms and conditions of supply or service will be executed on a timely basis between the Authority and the Commission;
- (2) prices for enriched uranium sold or for services performed, and the advance notice required for delivery, will be those in effect at the time of delivery for users in the United States. The Commission may agree to supply enriched uranium or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price as the Commission may consider reasonable to cover abnormal production costs incurred by the Commission by reason of such shorter notice.

D. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. The Commission, however, may make available a portion of the enriched uranium supplied hereunder as material containing more than 20% in the isotope U-235 when there is a technical or economic justification for such a transfer.

E. It is agreed that, should the total quantity of enriched uranium which the Commission has agreed to provide pursuant to this and other Agreements for Cooperation reach the maximum quantity of enriched uranium which

the Commission has available for such purposes, and should the United Kingdom not have executed contracts covering the adjusted net quantity specified in Article V, the Commission may request, upon reasonable notice, that the United Kingdom execute contracts for all or any part of such enriched uranium as is not then under contract. It is understood that, should the United Kingdom not execute contracts in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations to the United Kingdom with respect to the enriched uranium for which contracts have been so requested.

## ARTICLE V

### **Quantity of Material Available for Transfers**

The adjusted net quantity of U-235 in enriched uranium transferred from the United States to the United Kingdom under Article IV and Article VI during the period of this Agreement for Cooperation shall not exceed 8000 kilograms in the aggregate. The following method of computation shall be used in calculating transfers, within the said ceiling quantity of 8000 kilograms of U-235, made under said Articles:

From :

- (1) The quantity of U-235 contained in enriched uranium transferred under said Articles, minus
- (2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

Subtract :

- (3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either transferred to the United States or to any other nation or group of nations with the approval of the United States pursuant to this Agreement, minus
- (4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

## ARTICLE VI

### **Cooperation Between Persons Under the Jurisdiction of the Parties**

With respect to the subject matter of this Agreement, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other for the transfer of materials, including special nuclear material, and for the performance of services. Such arrangements shall be subject to the limitations in Articles I and V and to the policies of the Parties with regard to transactions involving the authorized persons referred to in the preceding sentence.

## ARTICLE VII

### **Application of Safeguards**

A. The United Kingdom and the United States, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be requested to assume responsibility for applying safeguards to materials transferred under this Agreement.

B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may, by notification, terminate this Agreement. In the event of termination by either Party, the United Kingdom shall, at the request of the United States, return to the United States all special nuclear material received pursuant to this Agreement and still in its possession or in the possession of persons under its jurisdiction. The United States will compensate the United Kingdom for its interest in such material so returned at the Commission's schedule of prices then in effect domestically.

## ARTICLE VIII

### **Guarantees**

The Parties guarantee that:

A. No material transferred pursuant to this Agreement shall be used for atomic weapons or for research on or development of atomic weapons or for any other military purpose.

B. No material transferred pursuant to this Agreement shall be transferred to any unauthorized person or beyond the jurisdiction of the Party receiving it without the written consent of the Party to this Agreement from which or by permission of which it was received. Such consent will not be given on behalf of the United States unless the transfer in respect of which it is requested is within the scope of an agreement for cooperation made in accordance with Section 123 of the United States Atomic Energy Act of 1954, as amended.

C. No special nuclear material produced through the use of any material transferred pursuant to this Agreement shall be used for atomic weapons or for research on or development of atomic weapons or for any other military purpose, or shall be transferred beyond the jurisdiction of the Party in whose jurisdiction it is produced without the written consent of the other Party.

D. Their respective undertakings set forth in Article VII with regard to safeguards shall be maintained.

## ARTICLE IX

### Definitions

For the purpose of this Agreement :

“ The Authority ” means the United Kingdom Atomic Energy Authority.

“ The Commission ” means the United States Atomic Energy Commission.

“ Person ” means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency or government corporation other than the Authority and the Commission.

“ Restricted Data ” means all data concerning: (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

“ Special nuclear material ” means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Authority and the Commission determine to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

## ARTICLE X

### Entry into Force

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 the Agreement and shall remain in force for a period of ten years.<sup>(1)</sup>

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

DONE at Washington this second day of June 1966, in two original texts.

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

**PATRICK DEAN**

For the Government of the United States of America:

**ROBERT SCHAETZEL  
GLENN T. SEABORG**

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(1) The Agreement entered into force on 15 July, 1966.