

No. 3559

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
FEDERAL REPUBLIC OF GERMANY**

**Agreement for co-operation in the peaceful uses of atomic  
energy. Signed at London, on 31 July 1956**

*Official texts: English and German.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
11 October 1956.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif à la coopération en matière d'utilisation de  
l'énergie atomique à des fins pacifiques. Signé à Londres,  
le 31 juillet 1956**

*Textes officiels anglais et allemand.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
11 octobre 1956.*

No. 3559. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT LONDON, ON 31 JULY 1956

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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 Authority) and the Government of the Federal Republic of Germany (hereinafter referred to as the Federal Government);

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy;

Have agreed as follows :

*Article I*

The field of collaboration between the Authority and the Federal Government shall be :

- (a) The supply of research reactors, on terms to be agreed between the Federal Government or persons approved by the Federal Government and the Authority and other persons in the United Kingdom concerned in the supply of any such reactor.
- (b) The supply of research reactor fuel elements on such terms and conditions and to such an extent as may be agreed between the Authority and the persons approved by the Federal Government to whom the fuel elements are supplied.
- (c) The processing of spent fuel elements on such terms and conditions and to such an extent as may be agreed between the Authority and the persons approved by the Federal Government to whom the fuel elements were supplied.
- (d) The communication of information on topics to be agreed concerning the design, construction and operation of research reactors on such terms and under such arrangements as may be agreed in particular cases between the Authority and persons approved by the Federal Government.
- (e) Assistance to each other in the procurement of research quantities of materials required for their atomic energy research and development programmes.

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<sup>1</sup> Came into force on 31 July 1956, the date of signature, in accordance with article VIII.

- (f) The provision by the Authority, wherever possible, of training facilities in their schools or as may be otherwise organised.

The field of collaboration may be modified at any time by agreement between the Contracting Parties.

### *Article II*

Subject to the rights of third parties, to the obligations entered into by either Contracting Party under any international agreement, and to the applicable laws, regulations and licence requirements in force in their respective territories, the Federal Government (including persons approved by them) and the Authority shall make available to each other unclassified information, within the scope of the present Agreement, which is in their possession or may come into their possession either as the result of work based on information received under the present Agreement or otherwise, provided that the transmission of information which is regarded by either of the Contracting Parties as being of commercial value shall only be made on such terms as may be agreed in each case.

### *Article III*

Any person receiving information under Article II shall have the right (save as may be specified in particular Agreements made under that Article):

- (a) to use it freely for his own purposes save that, if the information relates to an invention owned by the person transmitting the information and patented by him in the country of the person receiving it, the use, including communication to any third person, shall be subject to such terms as may be agreed between the persons concerned;
- (b) to communicate it to third persons unless the person transmitting the information shall have stipulated to the contrary, at the time of transmission. In the event of communication to a third person, the person so communicating the information shall be at liberty, subject to any patent rights of the person by whom the information was originally provided, to make such arrangements as he thinks fit with that third person in respect of the use of the information and of the ownership of any results, including patentable inventions, which may be obtained from the use of the information.

### *Article IV*

Representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of the present Agreement.

### *Article V*

It being the purpose of the present Agreement that the information exchanged and the materials supplied shall be used solely for the promotion and develop-

ment of the peaceful uses of atomic energy, the Contracting Parties shall, in the event of the creation of an international atomic energy agency, which they have declared their intention to support, consult with each other to determine in what respects, if any, they desire to modify the present Agreement. In particular, the Contracting Parties shall consult with each other to determine in what respects and to what extent they desire to arrange in respect of the present Agreement for the administration by the international agency of those conditions, controls and safeguards required by the international agency in connexion with similar assistance rendered to a co-operating nation under the aegis of the international agency.

#### *Article VI*

Until such time as the Contracting Parties have made other arrangements in accordance with Article V, the Federal Government undertake to ensure that :

- (a) any reactor, reactor component, or any uranium, thorium or plutonium of any isotopic composition supplied under the present Agreement or any plutonium or U.233 produced as a result of the use of research reactors or fuel elements supplied under the present Agreement is employed wholly in a research and development programme devoted wholly to the purpose of the present Agreement and that no part of it shall be diverted to any other use without the prior consent in writing of the Authority;
- (b) any fuel elements supplied by the Authority which may require replacement shall be returned to the Authority for chemical processing at prices to be agreed in each case or be processed in facilities designated by the Authority;
- (c) except as may be agreed between the Contracting Parties no alteration shall be made of the form and content of such fuel elements after their removal from the reactor and before their return to the Authority or their delivery to the facilities designated in (b) above;
- (d) records are maintained relating to power levels of operation and burn-up of reactor fuels and reports are made to the Authority on these subjects annually or at such other times as may be required in connexion with processing of the irradiated fuels.
- (e) if the Authority so request, representatives of the Authority shall be permitted from time to time to inspect the condition and employment of any part of the fuel elements supplied in accordance with the present Agreement and to observe the performance of any reactor employing any part of such fuel elements. Such representatives may at the discretion of the Federal Government be accompanied by representatives of that Government.

*Article VII*

The Federal Government guarantee that :

- (a) the safeguards provided in Article VI shall be maintained;
- (b) no reactor or reactor component, or other material transferred to the Federal Government or authorised persons under their jurisdiction, pursuant to the present Agreement, by lease, sale or otherwise, or material resulting from the use of any such reactor, reactor component or other material, will be used for atomic weapons or for any other military purposes, and that no such reactor, reactor component or material will be transferred to unauthorised persons or beyond the jurisdiction of the Federal Government except with the consent of the Authority.

*Article VIII*

The present Agreement shall enter into force on the date of signature and shall remain in force for a period of 10 years. Thereafter it may be renewed from time to time for such periods as may be agreed between the Contracting Parties.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at London, this 31st day of July, 1956, in the English and German languages, both texts being equally authoritative.

Selwyn LLOYD  
HERWARTH