

No. 4212

**UNITED STATES OF AMERICA
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement for co-operation concerning civil uses of atomic
energy. Signed at Washington, on 3 July 1957**

Official texts: English and German.

Registered by the United States of America on 17 March 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins civiles. Signé à Washington, le
3 juillet 1957**

Textes officiels anglais et allemand.

Enregistré par les États-Unis d'Amérique le 17 mars 1958.

No. 4212. AGREEMENT¹ FOR CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 3 JULY 1957

Whereas the Government of the United States of America and the Government of the Federal Republic of Germany, on February 13, 1956, signed an Agreement for Cooperation concerning civil uses of atomic energy,² and

Whereas such Agreement provides that it is the hope and expectation of the Parties that the initial Agreement for Cooperation will extend to consideration of further cooperation extending to the design, construction, and operation of power-producing reactors ; and

Whereas the Government of the Federal Republic of Germany has advised the Government of the United States of America of its desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy including the design, construction, and operation of power-producing reactors ; and

Whereas the Government of the United States of America desires to cooperate with the Government of the Federal Republic of Germany in such a program as hereinafter provided ; and

Whereas the Parties desire to supersede the Agreement for Cooperation signed on February 13, 1956, as amended,³ with this Agreement which includes the new areas of cooperation :

The Parties agree as follows :

Article I

A. The Agreement for Cooperation signed on February 13, 1956, as amended, is superseded in its entirety on the day this Agreement enters into force.

¹ Came into force on 7 August 1957, the date on which each Government received from the other Government written notification that it had complied with all statutory and constitutional requirements for the entry into force of such Agreement, in accordance with Article I, paragraph B.

² United Nations, *Treaty Series*, Vol. 253, p. 119.

³ United Nations, *Treaty Series*, Vol. 279, Annex A, No. 3580.

B. This Agreement shall enter into force on the day on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of ten years.

Article II

It is recognized that Article 106 of the Treaty Constituting the European Community for Atomic Energy (EURATOM) which the Government of the Federal Republic of Germany signed in Rome on March 25, 1957, contemplates that member states of the Community will seek a re-negotiation of existing agreements in the field of atomic energy with third countries once the Treaty comes into force. If the Treaty comes into force and if a cooperative arrangement is executed between the European Community for Atomic Energy and the Government of the United States of America, the Government of the United States of America would be prepared to arrange for the European Community for Atomic Energy to assume the rights and obligations of the Federal Republic of Germany under this Agreement provided the European Community for Atomic Energy could, in the judgment of the Government of the United States of America, effectively and securely carry out the undertakings of this Agreement.

Article III

A. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such service involves the communication of Restricted Data.

B. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall assist each other in the achievement of the use of atomic energy for peaceful purposes.

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 IV

Subject to the provisions of Article III, unclassified information including information in the specific fields set out below shall be exchanged between the Parties with respect to the application of atomic energy to peaceful uses, including

research and development relating to such uses, and problems of health and safety connected therewith :

(a) The development, design, construction, operation, and use of research, demonstration power, experimental power, and power reactors ;

(b) Health and safety problems related to the operation and use of research, demonstration power, experimental power, and power reactors ;

(c) The use of radioactive isotopes and radiation in physical and biological research, medical therapy, agriculture, and industry.

Article V

The application or use of any information (including design drawings and specifications) and any material, equipment, and devices, exchanged or transferred between the Parties 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, materials, equipment, and devices for any particular use or application.

Article VI

A. Research Materials

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy as provided by Article IV and under the limitations set forth in Article III, including source materials, special nuclear materials, by-product material, other radioisotopes, and stable isotopes will be exchanged for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially. In no case, however, shall the quantity of special nuclear materials under the jurisdiction of either Party, by reason of transfer under this Article, be, at any one time, in excess of 100 grams of contained U-235, 10 grams of plutonium, and 10 grams of U-233.

B. Research Facilities

Subject to the provisions of Article III, and under such terms and conditions as may be agreed, and to the extent as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available, when such facilities are not commercially available.

Article VII

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States of America or the Federal Republic of Germany may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article IV, persons under the jurisdiction of either the Government of the United States of America or the Government of the Federal Republic of Germany will be permitted to make arrangements to transfer and export materials, including equipment and devices, to and perform services for the other Government and such persons under its jurisdiction as are authorized by the other Government to receive and possess such materials and utilize such services, subject to :

(a) The limitations in Article III ;

(b) Applicable laws, regulations, and license requirements of the Government of the United States of America and the Government of the Federal Republic of Germany.

Article VIII

A. The Commission will sell or lease, as may be agreed, to the Government of the Federal Republic of Germany uranium enriched up to twenty per cent (20 %) in the isotope U-235, except as otherwise provided in Paragraph C of this Article, in such quantities as may be agreed in accordance with the terms, conditions, and delivery schedules set forth in contracts for fueling defined research, experimental power, demonstration power, and power reactors which the Government of the Federal Republic of Germany, in consultation with the Commission, decides to construct or authorize private organizations to construct in the Federal Republic of Germany and as required in experiments related thereto ; provided, however, that the net amount of any uranium sold or leased hereunder during the period of this Agreement shall not exceed 2,500 kilogrammes of contained U-235. This net amount shall be the gross quantity of contained U-235 in uranium sold or leased to the Government of the Federal Republic of Germany during the period of this Agreement less the quantity of contained U-235 in recoverable uranium which has been re-sold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or international organization with the approval of the Government of the United States of America.

B. Within the limitations contained in Paragraph A of this Article, the quantity of uranium enriched in the isotope U-235 transferred by the Commission

under this Article and in the custody of the Government of the Federal Republic of Germany shall not at any time be in excess of the amount of material necessary for the full loading of each defined reactor project which the Government of the Federal Republic of Germany or persons under its jurisdiction decide to construct and fuel with United States fuel, as provided herein, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactor or reactors while replaced fuel elements are radioactively cooling or, subject to the provisions of Paragraph E, are being reprocessed in the Federal Republic of Germany, it being the intent of the Commission to make possible the maximum usefulness of the material so transferred.

C. The Commission may, upon request and in its discretion, make a portion of the foregoing special nuclear material available as material enriched up to ninety per cent (90 %) for use in a materials testing reactor, capable of operating with a fuel load not to exceed six (6) kilograms of contained U-235 in uranium.

D. It is understood and agreed that although the Government of the Federal Republic of Germany may distribute uranium enriched in the isotope U-235 to authorized users in the Federal Republic of Germany, the Government of the Federal Republic of Germany will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235.

E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

F. With respect to any special nuclear material not owned by the Government of the United States of America produced in reactors fueled with materials obtained from the United States of America which is in excess of the need of the Federal Republic of Germany for such materials in its program for the peaceful uses of atomic energy, the Government of the United States of America shall

have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or international organization in the event the option to purchase is not exercised.

G. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Federal Republic of Germany and after reprocessing as provided in Paragraph E hereof shall be returned to the Government of the Federal Republic of Germany, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby accorded, to retain, with appropriate credit to the Government of the Federal Republic of Germany, any such special nuclear material which is in excess of the needs of the Government of the Federal Republic of Germany for such material in its program for the peaceful uses of atomic energy.

H. Some atomic energy materials which the Government of the Federal Republic of Germany may request the Commission to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Federal Republic of Germany the Government of the Federal Republic of Germany shall bear all responsibility, in so far as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of the Federal Republic of Germany or to any private individual or private organization under its jurisdiction, the Government of the Federal Republic of Germany shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of the Federal Republic of Germany or to any authorized private individual or private organization under its jurisdiction.

Article IX

As may be necessary and as may be mutually agreed in connection with the subjects of agreed exchange of information as provided in Article IV, and under the limitations set forth in Article III, and under such terms and conditions as may be mutually agreed, specific arrangements may be made from time to time between the Parties for lease, or sale and purchase, of quantities of materials, other than special nuclear material, greater than those required for research, when such materials are not available commercially.

Article X

A. The Government of the United States of America and the Government of the Federal Republic of Germany emphasize their common interest in assuring that any material, equipment, or device made available to the Government of the Federal Republic of Germany pursuant to this Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XII, by safeguards of the proposed international atomic energy agency, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights :

1. With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(i) reactor and

(ii) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available to the Government of the Federal Republic of Germany or persons under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available : source material, special nuclear material, moderator material, or other material designated by the Commission ;

2. With respect to any source or special nuclear material made available to the Government of the Federal Republic of Germany or any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recov-

ered from, or produced as a result of the use of any of the following materials, equipment, or device so made available :

- (i) source material, special nuclear material, moderator material, or other material designated by the Commission,
 - (ii) reactors,
 - (iii) any other equipment or device designated by the Commission as an item to be made available on the condition that the provision of this subparagraph B 2 will apply,
- (a) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials ; and (b) to require that any such material in the custody of the Government of the Federal Republic of Germany or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article XI ;

3. To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph B 2 of this Article which is not currently utilized for civil purposes in the Federal Republic of Germany and which is not purchased or retained by the Government of the United States of America pursuant to Article VIII of this Agreement, transferred pursuant to Article VIII, paragraph F (b) of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties ;

4. To designate, after consultation with the Government of the Federal Republic of Germany, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Federal Republic of Germany, shall have access in the Federal Republic of Germany to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B 2 of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary ;

5. In the event of non-compliance with the provisions of this Article, or the guaranties set forth in Article XI, and the failure of the Government of the Federal Republic of Germany to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials, equipment, and devices referred to in subparagraph B 2 of this Article ;

6. To consult with the Government of the Federal Republic of Germany in the matter of health and safety.

C. The Government of the Federal Republic of Germany undertakes to facilitate the application of the safeguards provided for in this Article.

Article XI

The Government of the Federal Republic of Germany guarantees that :

(a) Safeguards provided in Article X shall be maintained.

(b) No material, including equipment and devices, transferred to the Government of the Federal Republic of Germany or authorized persons under its jurisdiction pursuant to this Agreement, by lease, sale, or otherwise, will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Federal Republic of Germany except as the Commission may agree to such transfer to another nation or an international organization, and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States of America and the other nation or international organization.

Article XII

The Governments of the United States of America and the Government of the Federal Republic of Germany affirm their common interest in the establishment of an international atomic energy agency to foster the peaceful uses of atomic energy. In the event such an international agency is created :

(a) The Parties will consult with each other to determine in what respects, if any, they desire to modify the provisions of this Agreement for Cooperation. In particular, the Parties will consult with each other to determine in what respects and to what extent they desire to arrange for the administration by the international agency of those conditions, controls, and safeguards including those relating to health and safety standards required by the international agency in connection with similar assistance rendered to a cooperating nation under the aegis of the international agency.

(b) In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided in paragraph (a) of this Article, either Party

may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of the Federal Republic of Germany shall return to the Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction.

Article XIII

For purposes of this Agreement :

(a) "Commission" means the United States Atomic Energy Commission.

(b) "Equipment and devices" and "equipment or device" 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.

(c) "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government agency, or government corporation but does not include the Parties to this Agreement.

(d) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

(e) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons ; (2) the production of special nuclear materials ; 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.

(f) "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.

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

(h) "Source material" means (1) uranium, thorium, or any other material which is determined by either Party to be source material ; or (2) ores containing one or more of the foregoing materials, in such concentration as either Party may determine from time to time.

(i) "Parties" means the Government of the United States of America and the Government of the Federal Republic of Germany, including the Commission on behalf of the Government of the United States of America. "Party" means one of the above-mentioned "Parties".

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington, in duplicate, in the English and German languages, both texts being equally authentic, this 3rd day of July, 1957.

For the Government of the United States of America :

Christian A. HERTER

Lewis L. STRAUSS

For the Government of the Federal Republic of Germany :

Heinz L. KREKELER
