

No. 4752

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
EUROPEAN ATOMIC ENERGY COMMUNITY
(EURATOM)**

Agreement for co-operation in the peaceful uses of atomic energy (with exchange of notes). Signed at London, on 4 February 1959

Official texts of the Agreement: English, French, German, Italian and Dutch.

Official text of the notes: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 15 June 1959.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
COMMUNAUTÉ EUROPÉENNE DE L'ÉNERGIE
ATOMIQUE (EURATOM)**

Accord de coopération concernant les utilisations pacifiques de l'énergie atomique (avec échange de notes). Signé à Londres, le 4 février 1959

Textes officiels de l'Accord: anglais, français, allemand, italien et néerlandais.

Texte officiel des notes: anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 15 juin 1959.

No. 4752. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM) FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT LONDON, ON 4 FEBRUARY 1959

The Government of the United Kingdom of Great Britain and Northern Ireland, on their own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as "the Authority") and the European Atomic Energy Community (EURATOM) acting through its Commission (hereinafter referred to as "the Commission") ;

Considering that the Community has been established by the Kingdom of Belgium, the Federal Republic of Germany, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg, and the Kingdom of the Netherlands, in the Treaty signed at Rome on March 25, 1957,² with the aim of contributing to the raising of the standard of living in the Member States and to the development of exchanges with other countries by the creation of conditions necessary for the speedy establishment and growth of nuclear industries ;

Considering that the Community and the Government of the United Kingdom have expressed their mutual desire for close co-operation in the peaceful uses of atomic energy ;

Considering that the Government of the United Kingdom, to this end, on July 9, 1958, appointed a representative to the Commission ;

Desiring to develop further the relations between them ;

Desiring to collaborate with each other for the promotion and development of the peaceful uses of atomic energy within the Community and in the United Kingdom ;

Considering that an arrangement providing for co-operation in the peaceful uses of atomic energy and in particular in connection with the exchange of information, the construction of reactors of types developed in the United Kingdom and within the Community, and the production, supply and processing of fuel would initiate a fruitful exchange of experience, provide opportunities for mutually beneficial action, and reinforce European solidarity ;

¹ Came into force on 4 February 1959, the date of signature, in accordance with article XIX.

² United Nations, *Treaty Series*, Vol. 298, p. 167.

Have agreed as follows :

Article I

1. 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 other licence requirements in force within the Community and in the United Kingdom, the Commission and the Authority will make available to each other and to persons in the United Kingdom or within the Community unclassified research information which is or may in future be at their disposal concerning the peaceful uses of atomic energy and which is relevant to the present or any projected atomic energy developments in the United Kingdom or within the Community.

2. The recipient of research information under this Article shall have the right (save as may be specified in particular contracts made thereunder) :

- (a) to use it freely for his own purposes, save that if the information relates to an invention patented by the Authority or the Community in the country or countries in which the invention is to be used, its use, including communication to any third party, shall be subject to such terms as may be agreed ;
- (b) to communicate it to a third party, unless the Contracting Party transmitting the information shall have stipulated to the contrary at the time of transmission. In the event of communication to a third party, the Contracting Party or person so communicating the information shall be at liberty, subject to any rights of the patentee, to make whatever arrangements he wishes with that third party 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 II

The Contracting Parties shall facilitate exchanges of unclassified information between persons in the United Kingdom on the one hand and persons within the Community on the other hand with a view to forwarding the peaceful uses of atomic energy.

Article III

The transmission of information within the scope of the present Agreement which is regarded by the holder of the information as being of commercial value shall be made only at such time and on such commercial terms and conditions as may be agreed in each case.

Article IV

1. The Authority and the Commission shall encourage and facilitate the granting of sub-licences to persons within the Community or in the United Kingdom by persons holding licences pertaining to patents owned by the Authority, or the Community, on such terms as are agreed by the owner.

2. The Authority and the Commission shall make available to each other or to persons within the Community or in the United Kingdom respectively, on commercial terms, licences under all patents owned by the Authority or the Community relating to the manufacture of fuel or in other cases as may be agreed.

Article V

The Authority and the Commission may arrange for the provision of technical advice from the Authority to the Commission or from the Commission to the Authority, by the secondment of experts or in such other ways as may be agreed.

Article VI

Each Contracting Party shall provide, wherever possible, in its own schools or facilities, or shall assist in obtaining elsewhere in the United Kingdom or within the Community, training in subjects relevant to the peaceful uses of atomic energy for students and trainees recommended by the other.

Article VII

The Authority and the Commission shall assist persons within the Community or in the United Kingdom in obtaining research and power reactors and in obtaining assistance in the design, construction and operation of such reactors.

Article VIII

The Authority and the Commission shall provide each other and persons within the Community or in the United Kingdom respectively, on commercial terms, with assistance in the design, construction and operation of facilities for the manufacture of fuel and for the processing of used fuel within the Community or in the United Kingdom, or facilitate the procurement of such assistance.

Article IX

The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Contracting Party or by persons in the United King-

dom or within the Community, of material, equipment and other requisites for atomic energy research, development and production in the United Kingdom or within the Community.

Article X

1. The Authority shall on request supply on commercial terms and conditions to the Supply Agency of the Community or to persons within the Community duly authorised by the Commission :

- (a) fuel of such quality and quantity as may be necessary for the efficient and continuous operation of research and power reactors obtained from the United Kingdom ;
- (b) to such an extent as may be agreed in particular contracts, fuel for the operation of other research and power reactors.

2. The Authority shall, on the request of the Supply Agency of the Community, assist the Agency or persons duly authorised by the Commission to obtain fuel as provided in sub-paragraphs (a) and (b) of paragraph 1 of this Article from the United Kingdom on commercial terms and conditions.

Article XI

1. The Authority are prepared to process on commercial terms and conditions used fuel from research and power reactors operating within the Community, or to assist persons within the Community in arranging for such processing in the United Kingdom, to such an extent as may be agreed.

2. Except as may be otherwise agreed, the form and content of any irradiated fuel elements shall not be altered after their removal from reactors and prior to delivery to the Authority or to other facilities in the United Kingdom.

3. Special nuclear material and other material recovered from material sent to the United Kingdom for processing shall be returned to the Community unless otherwise agreed.

4. For a period of ten years from the entry into force of the present Agreement, the Authority are prepared to purchase on commercial terms and conditions, for use for peaceful purposes only, any special nuclear material produced in reactors using fuel supplied from the United Kingdom pursuant to the present Agreement which is in excess of the need of the Community for such material for the peaceful uses of atomic energy.

Article XII

In relation to any contract concluded by the Authority under Article X or Article XI the commercial terms and conditions shall be not less favourable than the

most favourable terms and conditions which the Authority are offering or are prepared to offer, at the date of the contract in question, to any other customer outside the United Kingdom for similar products or services.

Article XIII

1. Each Contracting Party undertakes that :

- (a) material or equipment obtained pursuant to the present Agreement, and source material or special nuclear material derived from the use of any material or equipment so obtained, shall be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose ; and
- (b) no material or equipment obtained pursuant to the present Agreement, or source or special nuclear material derived from the use of any material or equipment so obtained, shall be transferred to unauthorised persons or beyond its control except with the prior consent in writing of the other Contracting Party.

2. The continuation of the co-operation envisaged in the present Agreement shall be contingent upon the mutually satisfactory application, for the purposes of paragraph 1 of this Article, of the system for safeguards and control established by the Community in accordance with the Treaty establishing the European Atomic Energy Community (EURATOM) and of the measures for accounting for the use of material or equipment established by the Government of the United Kingdom.

3. Consultation and exchange of visits between the Contracting Parties shall take place to give an assurance to both of them that the Community's safeguards and control system and the measures for accounting for the use of material or equipment established by the Government of the United Kingdom are satisfactory and effective for the purposes of the present Agreement.

4. In recognition of the importance of the International Atomic Energy Agency and of the European Nuclear Energy Agency, the Contracting Parties will consult together from time to time to determine whether there are any areas of responsibility with regard to safeguards and control in which those Agencies might be asked to assist.

Article XIV

1. Contracts made pursuant to the present Agreement may contain such guarantees as are agreed in specific cases. Subject to the provisions of such contracts, nothing in the present Agreement shall be interpreted as imposing any responsibility on either Contracting Party for :

- (a) the accuracy or completeness of any information communicated pursuant to the present Agreement ;
- (b) the consequences of the use made of such information or any material or equipment supplied pursuant to the present Agreement ; or
- (c) the suitability of such information, material or equipment for any particular use or application.

2. The Contracting Parties recognise that adequate measures to deal with the question of third party liabilities which are now uninsurable are necessary for the full implementation of the present Agreement. The Contracting Parties will cooperate in developing and securing the adoption by the earliest possible date of suitable measures to provide adequate financial protection against third party liability.

Article XV

1. Article 106 of the Treaty signed at Rome on March 25, 1957, establishing the European Atomic Energy Community (EURATOM) contemplates that Member States which before the date of entry into force of that Treaty have concluded agreements with third countries for co-operation in the field of nuclear energy shall jointly with the Commission enter into the necessary negotiations with third countries in order as far as possible to cause the rights and obligations arising out of such agreements to be assumed by the Community.

2. The Government of the United Kingdom is prepared to enter into such negotiations with reference to any agreement to which it is a party.

Article XVI

The Contracting Parties reaffirm their common interest in fostering the peaceful uses of atomic energy through the International Atomic Energy Agency and the European Nuclear Energy Agency and intend that the results of their co-operation shall benefit those Agencies and their Members.

Article XVII

1. At the request of either Contracting Party, 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, to supervise its operation and to discuss arrangements for co-operation additional to those provided in the present Agreement.

2. These consultations may include consideration of mutual problems in the fields of atomic energy research, production technology, health and safety and economics relating to the peaceful uses of atomic energy.

3. The Contracting Parties shall be represented, as appropriate, by members of the Government of the United Kingdom and of the Commission, or by officials and experts.

Article XVIII

For the purposes of the present Agreement :

“Contracting Parties” means the Government of the United Kingdom and the Authority on the one hand and the Community on the other.

“Derived” means derived by one or more processes, whether successive or not.

“Equipment” means major items of machinery or plant, or major components thereof, specially suitable for use in atomic energy projects.

“Fuel” means any substance, or combination of substances which is prepared for use in a reactor for the purpose of initiating and maintaining a self-supporting fission chain reaction.

“Material” means fuel, source material, special nuclear material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors.

“Person” means natural persons, any body of persons, incorporated or unincorporated, public or private institution, Government agency or Government corporation, but excluding the Contracting Parties.

“Source material” means uranium containing the mixture of isotopes occurring in nature ; uranium depleted in the isotope 235 ; thorium ; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate ; or any other substance as may be agreed by the Contracting Parties.

“Special nuclear material” means plutonium ; uranium 233 ; uranium enriched in the isotopes 235 or 233 ; any substance containing one or more of the foregoing ; or any other substance which may be agreed by the Contracting Parties to be special nuclear material. The term “special nuclear material” does not include source material.

“Unclassified” means not classified as confidential, secret or top secret by either of the Contracting Parties.

“Used fuel” means fuel which has been irradiated in a reactor, or which has been discarded without being irradiated.

“Within the Community” means within the territories to which the Treaty establishing the European Atomic Energy Community (EURATOM) applies or shall apply.

Article XIX

1. The present Agreement shall enter into force on the date of signature and shall remain in force for a period of ten years, provided that Article XIII and Article XIV shall remain in force thereafter for the duration of any contracts made pursuant to the present Agreement.

2. The Contracting Parties shall consult together, not less than one year before the termination of the present Agreement, with a view to its prolongation, with or without amendment, for a further period.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by the Government of the United Kingdom and the Commission respectively, have signed the present Agreement.

DONE at London, on the 4th of February, 1959, in duplicate in the English, French, German, Italian and Netherlands languages, all five texts being equally authoritative.

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

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :

Für die Regierung des Vereinigten Königreichs von Grossbritannien und Nord-
irland :

Per il Governo del Regno Unito di Gran Bretagna e d'Irlanda del Nord :

Voor de Regering van het Verenigd Koninkrijk van Groot-Brittannië en Noord-
Ierland :

Selwyn LLOYD

R. MAUDLING

For the European Atomic Energy Community (EURATOM) :

Pour la Communauté Européenne de l'Énergie Atomique (EURATOM) :

Für die Europäische Atomgemeinschaft (EURATOM) :

Per la Comunità Europea dell'Energia Atomica (EURATOM) :

Voor de Europese Gemeenschap voor Atoomenergie (EURATOM) :

Pf. Enrico MEDI

DE GROOTE

Heinz KREKELER

SASSEN

EXCHANGE OF NOTES

No. 1 (a)

Text of a note dated February 4, 1959, from the EURATOM Commission to the Secretary of State for Foreign Affairs

Your Excellency,

I have the honour to refer to the negotiations leading to the conclusion of the Agreement of to-day's date¹ between the Government of the United Kingdom of Great Britain and Northern Ireland and the European Atomic Energy Community (EURATOM) for co-operation in the peaceful uses of atomic energy and to recall that, with reference to Article IV regarding patents, the representative of EURATOM asked that the terms on which licences or sub-licences are granted under that Article should take into account the purposes of the EURATOM Treaty, in particular with regard to the establishment of a nuclear common market providing for the free movement of materials and equipment within the Community.

I have the honour to record the understanding of the Commission that the Authority will be prepared to consider any representations that may be made by the Commission that the terms proposed in any particular case would be prejudicial to those purposes.

I have the honour to request your confirmation that this is also the understanding of the Government of the United Kingdom.

I have, &c.

E. M. J. A. SASSEN

No. 1 (b)

Text of the reply to No. 1 (a), dated February 4, 1959, from the Secretary of State for Foreign Affairs to the EURATOM Commission

Your Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of to-day's date which reads as follows :

[See note No. 1 (a)]

I have the honour to confirm that the above is also the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland.

I have, &c.

Selwyn LLOYD

¹ See p. 126 of this volume.

No. 2 (a)

Text of a note dated February 4, 1959, from the EURATOM Commission to the Secretary of State for Foreign Affairs

Your Excellency,

I have the honour to refer to the Agreement of to-day's date between the Government of the United Kingdom of Great Britain and Northern Ireland and the European Atomic Energy Community (EURATOM) for co-operation in the peaceful uses of atomic energy, and in particular to Article XIII thereof.

I wish to inform Your Excellency that the Community, in establishing and implementing its system for safeguards and control, is willing to consult and exchange experiences with the International Atomic Energy Agency and the European Nuclear Energy Agency with the object of establishing a system reasonably compatible with the control systems of those agencies.

I have, &c.

E. M. J. A. SASSEN

No. 2 (b)

Text of the reply to No. 2 (a), dated February 4, 1959, from the Secretary of State for Foreign Affairs to the EURATOM Commission

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of to-day's date which informed me that the European Atomic Energy Community (EURATOM), in establishing and implementing its system for safeguards and control, is willing to consult and exchange experiences with the International Atomic Energy Agency and the European Nuclear Energy Agency with the object of establishing a system reasonably compatible with the control systems of those agencies.

The Government of the United Kingdom has noted Your Excellency's statement with satisfaction.

I have, &c.

Selwyn LLOYD

No. 3 (a)

Text of a note dated February 4, 1959, from the Secretary of State for Foreign Affairs to the EURATOM Commission

Your Excellency,

I have the honour to refer to the Agreement of to-day's date between the Government of the United Kingdom of Great Britain and Northern Ireland and the European Atomic Energy Community (EURATOM) for co-operation in the peaceful uses of atomic energy and in particular to paragraph 2 of Article XIV.

It is understood that the supply of fuel by the Authority cannot take place until mutually satisfactory arrangements have been made for the adequate protection of the Authority against third party liability. I have accordingly to propose that, if there is delay in the conclusion of general arrangements to this end, the Contracting Parties shall consult together with a view to making mutually satisfactory *ad hoc* arrangements for the furtherance of specific transactions.

If the foregoing proposal is acceptable to the European Atomic Energy Community (EURATOM), I have the honour to suggest that the present Note and your reply in that sense shall be regarded as constituting an agreement in this matter between the Government of the United Kingdom of Great Britain and Northern Ireland and the European Atomic Energy Community (EURATOM).

I have, &c.

Selwyn LLOYD

No. 3 (b)

Text of the reply to No. 3 (a), dated February 4, 1959, from the EURATOM Commission to the Secretary of State for Foreign Affairs

Your Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of to-day's date which reads as follows :

[See note No. 3 (a)]

In reply, I have the honour to inform Your Excellency that the foregoing proposal is acceptable to the European Atomic Energy Community (EURATOM), who will regard your Note together with this reply as constituting an agreement in this matter between the European Atomic Energy Community (EURATOM) and the Government of the United Kingdom of Great Britain and Northern Ireland.

I have, &c.

E. M. J. A. SASSEN