

No. 5055

**UNITED STATES OF AMERICA
and
FRANCE**

**Agreement for co-operation on the uses of atomic energy
for mutual defense purposes. Signed at Washington,
on 7 May 1959**

Official texts: English and French.

Registered by the United States of America on 14 March 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE**

**Accord de coopération pour l'emploi de l'énergie atomique
à des fins de défense mutuelle. Signé à Washington,
le 7 mai 1959**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 14 mars 1960.

No. 5055. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE FOR CO-OPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES. SIGNED AT WASHINGTON, ON 7 MAY 1959

The Government of the United States of America and the Government of the Republic of France,

Considering that their mutual security and defense require that they be prepared to meet the contingencies of atomic warfare;

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 promoted by the transfer by the Government of the United States to the Government of the Republic of France of enriched uranium for use in the development and operation of a land based prototype submarine nuclear propulsion plant;

Believing that such transfer can be undertaken without risk to the defense and security of either country; and

Taking into consideration their respective laws in this matter and, in particular, concerning the United States, the 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 Government of the United States and the Government of the Republic of France are participating in an international arrangement for their mutual defense and security and making substantial and material contributions thereto, the Government of the United States will transfer by sale to the Government of the Republic of France agreed amounts of U-235 contained in uranium enriched up to ninety percent (90%) in the isotope U-235 for use in the development and operation of a land based prototype submarine nuclear propulsion plant, in accordance with the provisions of this Agreement, provided that the

¹ Came into force on 20 July 1959, 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 the Agreement, in accordance with the provisions of article VIII.

Government of the United States determines that such transfers will promote, and will not constitute an unreasonable risk to, its defense and security.

Article II

TRANSFER OF ENRICHED URANIUM

A. Pursuant to Article I hereof the Government of the United States will transfer by sale agreed amounts of U-235 contained in uranium enriched up to ninety percent (90%) in the isotope U-235, as needed for use in the development and operation of a land based prototype submarine nuclear propulsion plant, during the ten (10) years following the date of entry into force of this Agreement, on such terms and conditions as may be agreed. The net amount of any uranium transferred hereunder during such period shall not exceed four hundred forty (440) kilograms of contained U-235 except that the net amount of U-235 contained in uranium enriched to more than twenty percent (20%) in the isotope U-235 shall not exceed three hundred (300) kilograms; the net amount shall be the gross quantity of contained U-235 in uranium transferred to the Government of the Republic of France during such period less the quantity of contained recoverable U-235 which has been resold or otherwise returned to the Government of the United States during such period. If the Government of the Republic of France so requests, the Government of the United States will during such period authorize the conversion in private facilities in the United States of UF_6 to metal or other forms, as may be agreed, from the enriched uranium transferred under this Agreement.

B. If the Government of the Republic of France so requests, the Government of the United States will during such ten year period on terms and conditions to be agreed, reprocess any material transferred under this Agreement in facilities of the Government of the United States, if the reprocessing of such material is technically feasible in said facilities, 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. Enriched uranium recovered in reprocessing such materials and not purchased by the Government of the United States shall be returned to or retained by the Government of the Republic of France 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.

Article III

RESPONSIBILITY FOR USE OF INFORMATION AND MATERIAL

The application or use of any information or material 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 or material for any particular use or application.

Article IV

CONDITIONS

A. Cooperation under this Agreement will be carried out by each of the Parties in accordance with its applicable laws.

B. Restricted Data shall not be communicated under this Agreement, and no materials shall be transferred under this Agreement in such form as would involve the communication of Restricted Data.

C. The enriched uranium transferred pursuant to this Agreement shall be used by the Government of the Republic of France exclusively in the development and operation of a land based prototype submarine nuclear propulsion plant in the preparation or implementation of defense plans in the mutual interests of the two countries.

Article V

GUARANTIES

The Government of the Republic of France guarantees that :

A. The safeguards provided in Article VI shall be maintained.

B. Any materials transferred pursuant to this Agreement shall not be transferred by the Government of the Republic of France, or persons under its jurisdiction, to any unauthorized persons, or transferred beyond the jurisdiction of the Government of the Republic of France except as the Government of the United States, pursuant to its laws, may agree to transfer of such material to another nation, and then only if in the opinion of the Government of the United

States such transfer is authorized by an agreement for cooperation between the Government of the United States and the other nation.

Article VI

SAFEGUARDS

In order to assure use as provided in paragraph C of Article IV, the Parties shall have the same rights and obligations under this Agreement with respect to reactors, equipment and devices, and materials and their derivatives as they now have under Article X of the Agreement for Cooperation Concerning the Civil Uses of Atomic Energy between the Parties, signed at Washington on June 19, 1956,¹ as amended by the Agreement signed on July 3, 1957,² with respect to reactors, equipment and devices, and materials and their derivatives.

Article VII

DEFINITIONS

For the purposes of this Agreement :

A. "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.

B. "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 States Atomic Energy Commission and the French Commissariat for Atomic Energy; and
2. any legal successor, representative, agent or agency of the foregoing.

C. "Parties" means the Government of the United States and the Government of the Republic of France, including the United States Atomic Energy Commission on behalf of the Government of the United States and the French Commissariat for Atomic Energy on behalf of the Government of the Republic of France. "Party" means one of the above "Parties".

D. "Development and operation" shall be construed to include critical experiments required in the development and operation of a land based prototype submarine nuclear propulsion plant.

¹ United Nations, *Treaty Series*, Vol. 281, p. 341.

² United Nations, *Treaty Series*, Vol. 291, p. 352.

Article VIII

DURATION

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 this Agreement, and shall remain in force until terminated by agreement of both Parties except that Article II of this Agreement shall terminate ten years following the entry into force of this Agreement.

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

DONE at Washington in duplicate in the English and French languages, both texts being equally authentic, this seventh day of May, 1959.

For the Government of the United States of America :
Christian A. HERTER

For the Government of the Republic of France :
Hervé ALPHAND
