

No. 5054

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**UNITED STATES OF AMERICA  
and  
CANADA**

**Agreement for co-operation on the uses of atomic energy  
for mutual defense purposes. Signed at Washington,  
on 22 May 1959**

*Official text: English.*

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

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
CANADA**

**Accord pour la coopération dans le domaine de l'utilisation  
de l'énergie atomique aux fins de la défense commune.  
Signé à Washington, le 22 mai 1959**

*Texte officiel anglais.*

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

No. 5054. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA FOR CO-OPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES. SIGNED AT WASHINGTON, ON 22 MAY 1959

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The Government of the United States of America and the Government of Canada,

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 an international arrangement 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 advanced by the exchange of information concerning atomic energy and by the transfer of certain types of equipment;

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

Contemplating that their common defense and security may be advanced by the transfer at some future time of other types of equipment and materials for use therein; and

Taking into consideration that the United States Atomic Energy Act of 1954, as amended, and the Canadian Atomic Energy Control Act and Atomic Energy Regulations were enacted or prepared with these purposes in mind,

Have agreed as follows :

*Article I*

GENERAL PROVISION

While the United States and Canada are participating in an international arrangement for their mutual defense and security and making substantial and material contributions thereto, each Party will communicate to and exchange with the other Party information, and transfer materials and equipment to the

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<sup>1</sup> Came into force on 27 July 1959, the date on which each Government received from the other Government written notification that it had complied with all legal requirements for the entry into force of the Agreement, in accordance with the provisions of article XIII.

other Party, in accordance with the provisions of this Agreement provided that the communicating or transferring Party determines that such cooperation will promote and will not constitute an unreasonable risk to its defense and security.

## *Article II*

### EXCHANGE OF INFORMATION

Each Party will communicate to or exchange with the other Party such classified information as is jointly determined to be necessary to :

- A. the development of defense plans;
- B. the training of personnel in the employment of and defense against atomic weapons and other military applications of atomic energy;
- C. the evaluation of the capabilities of potential enemies in the employment of atomic weapons and other military applications of atomic energy;
- D. the development of delivery systems compatible with the atomic weapons which they carry; and
- E. research, development and design of military reactors to the extent and by such means as may be agreed.

## *Article III*

### TRANSFER OF NONNUCLEAR PARTS OF ATOMIC WEAPONS SYSTEMS

The Government of the United States will transfer to the Government of Canada, subject to terms and conditions mutually agreed upon between the Parties and all appropriate provisions and requirements of applicable United States laws, nonnuclear parts of atomic weapons systems involving Restricted Data as such parts are jointly determined to be necessary for the purpose of improving Canada's state of training and operational readiness.

## *Article IV*

### TRANSFER OF MILITARY REACTORS AND MATERIALS

The Government of the United States, by amendment to this Agreement and subject to the terms and conditions mutually agreed upon between the Parties,

- A. may agree to transfer, or authorize any person to transfer, to the Government of Canada, military reactors and/or parts thereof for military applications; and

- B. may agree to transfer to the Government of Canada special nuclear material for research on, development of, production of, and use in military reactors for military applications.

*Article V*

RESPONSIBILITY FOR USE OF INFORMATION, MATERIAL AND EQUIPMENT

The application or use of any information (including design drawings and specifications), material or equipment 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, material or equipment for any particular use or application.

*Article VI*

CONDITIONS

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

B. Under this Agreement there will be no transfer by either Party of atomic weapons or nonnuclear parts of atomic weapons.

C. Except as may be otherwise agreed for civil uses, the information communicated or exchanged, or the materials or equipment transferred, by either Party pursuant to this Agreement shall be used by the recipient Party exclusively for the preparation or implementation of defense plans in the mutual interests of the two countries.

D. Nothing in this Agreement shall preclude the communication or exchange of classified information which is transmissible under other arrangements between the Parties.

*Article VII*

GUARANTEES

A. Classified information, materials and equipment communicated or transferred pursuant to this Agreement shall be accorded full security protection under applicable security arrangements between the Parties and applicable national legislation and regulations of the Parties. In no case shall either Party maintain security standards for safeguarding classified information, materials or equipment made available pursuant to this Agreement less restrictive than those set forth in the applicable security arrangements in effect on the date this Agreement comes into force.

B. Classified information communicated or exchanged pursuant to this Agreement will be made available through channels existing or hereafter agreed for the communication or exchange of such information between the Parties.

C. Classified information, communicated or exchanged, and any materials or equipment transferred, pursuant to this Agreement shall not be communicated, exchanged or transferred by the recipient Party or persons under its jurisdiction to any unauthorized persons, or, except as provided in Article VIII of this Agreement, beyond the jurisdiction of that Party. Each Party may stipulate the degree to which any of the information, materials or equipment communicated, exchanged or transferred by it or persons under its jurisdiction pursuant to this Agreement may be disseminated or distributed; may specify the categories of persons who may have access to such information, materials or equipment; and may impose such other restrictions on the dissemination or distribution of such information, materials or equipment as it deems necessary.

### *Article VIII*

#### DISSEMINATION

Nothing in this Agreement shall be interpreted or operate as a bar or restriction to consultation or cooperation in any field of defense by either Party with other nations or international organizations. Neither Party, however, shall communicate classified information or transfer or permit access to or use of materials, or equipment, made available by the other Party pursuant to this Agreement unless :

- A. it is notified by the originating Party that all appropriate provisions and requirements of the originating Party's applicable laws, including authorization by competent bodies of the originating Party, have been complied with which would be necessary to authorize the originating Party directly so to communicate to, transfer to or permit access to or use by such other nation or international organization; and further that the originating Party authorizes the recipient Party so to communicate to, transfer to or permit access to or use by such other nation or international organization; or
- B. the originating Party has informed the recipient Party that the originating Party has so communicated to, transferred to, permitted access to or use by such other nation or international organization.

*Article IX*

## CLASSIFICATION POLICIES

Agreed classification policies shall be maintained with respect to all classified information, materials or equipment communicated, exchanged or transferred under this Agreement. The Parties intend to continue the present practice of consultation with each other on the classification of these matters.

*Article X*

## PATENTS

A. With respect to any invention or discovery :

1. either employing information which has been communicated or exchanged pursuant to Article II, or derived from any reactors and/or parts thereof or material or nonnuclear parts of atomic weapons systems transferred pursuant to Articles III and IV, and made or conceived after the date of such communication, exchange or transfer but during the period of this Agreement, by the recipient Party, or any agency or corporation owned or controlled thereby, or any of their agents or contractors, or any employee of any of the foregoing; or

2. not covered in subparagraph 1 above and made or conceived by any person representing, employed by, or acting for or on behalf of one Party (hereinafter referred to as the "sponsoring Party") or its contractor, while in the country of the other Party and assigned to an installation, plant, laboratory, institution or similar facility in the country of the other Party pursuant to this Agreement,

the recipient or sponsoring Party (as the case may be) shall :

- 1) be entitled to all right, title and interest in and to the invention or discovery, or patent application or patent thereon, in the country of the recipient or sponsoring Party (as the case may be) and in third countries; and
- 2) obtain, by appropriate means, sufficient right, title and interest in and to the invention or discovery, or patent application or patent thereon, as may be necessary to fulfill its obligations under the following two subparagraphs; and
- 3) transfer and assign to the other Party all right, title and interest in and to the invention or discovery, or patent application or patent thereon, in the country of that other Party, subject to the retention by the recipient or sponsoring Party (as the case may be) of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, for all purposes; and

- 4) grant to the other Party a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, for all purposes in the country of the recipient or sponsoring Party (as the case may be) and in third countries.

B. 1. Each Party shall, to the extent owned by it, or any agency or corporation owned or controlled thereby, grant to the other Party a royalty-free, non-exclusive, irrevocable license to manufacture and use the subject matter covered by any patent and incorporated in any reactors and/or parts thereof or material or nonnuclear parts of atomic weapons systems transferred pursuant to Articles III and IV for use by the licensed Party for the purposes set forth in paragraph C of Article VI.

2. The transferring Party neither warrants nor represents that any reactors and/or parts thereof or material or nonnuclear parts of atomic weapons systems transferred pursuant to Articles III and IV do not infringe any patent owned or controlled by other persons and assumes no liability or obligation with respect thereto, and the recipient Party agrees to indemnify and hold harmless the transferring Party from any and all liability arising out of any infringement of any such patent.

C. With respect to any invention or discovery, or patent application or patent thereon, or license or sublicense therein covered by paragraph A of this Article, each Party :

1. may, to the extent of its right, title and interest therein, deal with the same in its own and third countries as it may desire, but shall in no event discriminate against citizens of the other Party in respect of granting any license or sublicense under the patents owned by it in its own or any other country;

2. hereby waives any and all claims against the other Party for compensation, royalty or award, and hereby releases the other Party with respect to any and all such claims.

D. 1. No patent application with respect to any classified invention or discovery employing classified information which has been communicated or exchanged pursuant to Article II, or derived from the reactors and/or parts thereof or material or nonnuclear parts of atomic weapons systems transferred pursuant to Articles III or IV, may be filed :

- a. by either Party or any person in the country of the other Party except in accordance with agreed conditions and procedures; or
- b. in any country not a party to this Agreement except as may be agreed and subject to Articles VII and VIII.

2. Appropriate secrecy or prohibition orders shall be issued for the purpose of giving effect to this paragraph.

E. Detailed procedures shall be jointly established to effectuate the foregoing provisions, and all situations not specifically covered shall be settled by mutual agreement governed by the basic principle of equivalent benefits to both Parties.

### *Article XI*

#### PREVIOUS AGREEMENTS FOR COOPERATION

Effective from the date on which the present Agreement enters into force, the cooperation between the Parties being carried out under or envisaged by the Agreement for Cooperation Regarding Atomic Information for Mutual Defense Purposes, which was signed at Washington on June 15, 1955,<sup>1</sup> and by paragraph B of Article II *bis* of the Agreement for Cooperation Concerning Civil Uses of Atomic Energy, which was signed at Washington on June 15, 1955,<sup>2</sup> as amended by the Amendment signed at Washington on June 26, 1956,<sup>3</sup> shall be carried out in accordance with the provisions of the present Agreement.

### *Article XII*

#### DEFINITIONS

For the purposes of this Agreement :

A. " 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.

B. " Classified information " means information, data, materials, services or any other matter with the security designation of " Confidential " or higher applied under the legislation or regulations of either the United States or Canada, including that designated by the Government of the United States as " Restricted Data " or " Formerly Restricted Data " and that designated by the Government of Canada as " ZED Information ".

C. " Equipment " means :

1. 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, and includes reactor and military reactor; and

<sup>1</sup> United Nations, *Treaty Series*, Vol. 235, p. 201.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 235, p. 175.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 279, p. 318.



2. nonnuclear parts of atomic weapons systems involving Restricted Data.

D. "Nonnuclear parts of atomic weapons" means parts of atomic weapons which are specially designed for them and are not in general use in other end products and which are not made, in whole or in part, of special nuclear materials; and "other nonnuclear parts of atomic weapons systems involving Restricted Data" means parts of atomic weapons systems, other than nonnuclear parts of atomic weapons, which contain or reveal atomic information and which are not made, in whole or in part, of special nuclear material.

E. "Atomic information" means :

1. so far as concerns information provided by the Government of the United States, information which is designated "Restricted Data" and "Formerly Restricted Data".
2. so far as concerns information provided by the Government of Canada, information which is designated "ZED Information".

F. "Military reactor" means a reactor for the propulsion of naval vessels, aircraft or land vehicles and military package power reactors.

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

H. "Persons" 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 Atomic Energy of Canada Limited; and
2. any legal successor, representative, agent or agency of the foregoing.

I. References in this Agreement to the Government of Canada include the Atomic Energy of Canada Limited.

### *Article XIII*

#### 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 legal requirements for the entry into force of this Agreement, and shall remain in force until terminated by agreement of both Parties, except that, if not so terminated, Articles II and III may be terminated by agreement of both Parties, or by either Party on one year's notice to the other to take effect at

the end of a term of ten years, or thereafter on one year's notice to take effect at the end of any succeeding term of five years.

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

DONE at Washington this 22d day of May, 1959, in two original texts.

For the Government of the United States of America :  
Douglas DILLON

For the Government of Canada :  
A. D. P. HEENEY

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