

No. 5581

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**UNITED STATES OF AMERICA  
and  
AUSTRALIA**

**Mutual Weapons Development Program Agreement.  
Signed at Washington, on 23 August 1960**

*Official text: English.*

*Registered by the United States of America on 23 February 1961.*

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

**Accord relatif à un programme mutuel d'étude d'armements. Signé à Washington, le 23 août 1960**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 23 février 1961.*

No. 5581. MUTUAL WEAPONS DEVELOPMENT PROGRAM AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA. SIGNED AT WASHINGTON, ON 23 AUGUST 1960

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The Government of the United States and the Government of the Commonwealth of Australia,

Desiring to foster international peace and security, within the framework of the Charter of the United Nations, through voluntary arrangements which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures for individual and collective self-defense in support of those purposes and principles;

Taking into consideration the benefits which may be derived through their mutual endeavor in achieving these purposes and principles; and

Recognizing that the Government of the Commonwealth of Australia is concerned with a research and development program for the development of new and improved items which promise to meet important defense requirements of the free world and further recognizing that the Government of the United States is prepared to contribute to the acceleration of this objective by furnishing assistance for selected projects through the Mutual Weapons Development Program which looks toward the furnishing and development of certain new and improved weapons for the defense of the free world;

Have agreed as follows :

*Article I*

1. For the purpose of this Agreement, the term “proprietary rights” refers to certain intangible property rights, including but not limited to patents, utility models, designs, copyrights, inventions or improvements thereon whether or not patented, written material whether or not copyrighted, trade secrets, and technical information and data.

2. For the purpose of this Agreement, the term “item” means any new or improved defense equipment (other than weapons or weapons systems falling within the scope of the Atomic Energy Act of 1954, as amended), or information which meets important defense requirements of the free world, for the development of which the Government of the United States is prepared to

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<sup>1</sup> Came into force on 23 August 1960, the date of signature, in accordance with article IX.

furnish assistance in accordance with the provisions of Article II of this Agreement.

3. For the purpose of this Agreement, the term "agreed project" means a project in respect of which the Government of the Commonwealth of Australia has requested, and in respect of which the Government of the United States has agreed, to contribute either financial or technical assistance or both.

### *Article II*

The Government of the United States will, in accordance with the Mutual Security Act of 1954, as amended, acts amendatory or supplementary thereto, appropriation actions thereunder or any other applicable United States legislation, and subject to the terms of such applicable agreements or arrangements as may be in force between the two Governments, furnish such financial and technical assistance through the Mutual Weapons Development Program to the Government of the Commonwealth of Australia as may be requested by the latter Government and approved by the Government of the United States for the purpose of contributing to the development in Australia of such selected project items and to the realization of such objectives as may be agreed upon between the two Governments.

### *Article III*

The Government of the Commonwealth of Australia will accept and make effective use of any assistance received under the provisions of Article II in order to press forward with the agreed projects. The Government of the Commonwealth of Australia will insert suitable provisions in its research and development contracts in respect to any agreed projects in order to ensure that it will be able to make available to the Government of the United States, upon its request, proprietary rights as follows :

(a) The proprietary rights in items resulting from research and development work on an agreed project for production in the United States and use throughout the world, by or for the Armed Forces of the United States, and for such other purposes as may later be agreed upon by the two Governments, without cost to the Government of the United States.

(b) Other proprietary rights necessary for production in the United States of items developed in agreed projects and for use of such items throughout the world, by or for the Armed Forces of the United States, and for such other purposes as may later be agreed. To the extent that the Government of the Commonwealth of Australia owns or controls (i.e., has the right to authorize use of without financial liability) such other necessary proprietary rights, such rights shall be made available without cost to the Government of the United States. So far as concerns such other necessary proprietary rights as are privately owned or controlled, the Government of the Commonwealth of Australia will use its best efforts to make such rights available to the Government of the United States at

charges no greater than would be made to the Government of the Commonwealth of Australia for its own use. To the extent that the Government of the Commonwealth of Australia incurs any liability to a private owner of such other proprietary rights, in making them available to the Government of the United States at its request, reimbursement will be made to the former Government in an amount to be agreed upon prior to the implementation of such request.

#### *Article IV*

1. When an item capable of being produced in quantity is developed in an agreed project, the Government of the Commonwealth of Australia will, subject to financing therefor being arranged, make it available for use by the Armed Forces of the United States and to such other countries of the free world as may be agreed upon between the two Governments, by having such item produced in Australia and sold at reasonable prices and on equitable terms and conditions.

2. When the Government of the Commonwealth of Australia is unable or does not desire for any reason to supply all or part of such demand of such other countries as mentioned in paragraph 1 above, the Government of the Commonwealth of Australia will, to the extent that this demand is not met, facilitate the production of such item in such of those countries as are willing and able to produce such item, by making available, under reasonable and equitable terms and conditions, the proprietary rights owned or controlled by the Government of the Commonwealth of Australia essential to such production. In the case of proprietary rights not owned or controlled by the Government of the Commonwealth of Australia the provisions of Article III will apply *mutatis mutandis* to such other countries.

#### *Article V*

In the event that the development of the item is not completed within the period covered by a detailed project arrangement or a mutually agreed extension thereof, or in the event of termination by either Government, the provisions of Article III will apply with respect to the completed or partially completed plans, drawings, and other similar data, and proprietary rights and technical information developed in the agreed project by the end of such period or extension or by the termination date.

#### *Article VI*

Any payments in respect of agreed projects by the Government of the United States to the Government of the Commonwealth of Australia will involve no direct financial profit to the latter Government.

*Article VII*

The Government of the United States and the Government of the Commonwealth of Australia will enter into detailed arrangements involving specific projects, including appropriate arrangements for preserving security as to items and assistance resulting from or furnished for the respective development projects.

*Article VIII*

With regard to such assistance as may be furnished by the Government of the United States under this Agreement, the Government of the Commonwealth of Australia affirm its intention to :

- a.* join in promoting international understanding and good will, and maintaining world peace;
- b.* take such action as may be mutually agreed upon to eliminate causes of international tension;
- c.* fulfill any military obligations which it has assumed under multilateral or bilateral agreements or treaties to which the United States is a party;
- d.* make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;
- e.* take all reasonable measures consistent with subparagraph (*d*) of this Article which may be needed to develop its defense capacities;
- f.* take appropriate steps to ensure the effective utilization of the assistance furnished under this Agreement in furtherance of the policies and purposes of this Agreement;
- g.* impose appropriate restrictions against transfer of title to or possession of any equipment and materials, information, or services furnished under this Agreement by the Government of the United States, without the consent of the Government of the United States;
- h.* maintain the security of any article, service, or information furnished under this Agreement;
- i.* furnish, as mutually agreed, equipment and materials, services, or other assistance consistent with the Charter of the United Nations, to the United States or to and among other nations to further the defense capabilities of the free world; and
- j.* permit continuous observation and review by representatives of the Government of the United States of this program, including the utilization of any

assistance furnished by the Government of the United States, and such full information and reports as may be required in subsequently executed detailed project arrangements.

*Article IX*

The present Agreement shall enter into force on the date of its signature.

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

DONE at Washington, in duplicate, this twenty-third day of August, 1960.

For the Government of the United States :

J. Graham PARSONS

For the Government of the Commonwealth of Australia :

Howard BEALE

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