

No. 11326

**NETHERLANDS, FEDERAL REPUBLIC
OF GERMANY and UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND**

Agreement on collaboration in the development and exploitation of the gas centrifuge process for producing enriched uranium (with annexes). Signed at Almelo on 4 March 1970

Authentic texts: Dutch, German and English.

Registered by the Netherlands on 14 September 1971.

**PAYS-BAS, RÉPUBLIQUE FÉDÉRALE
D'ALLEMAGNE et ROYAUME-UNI
DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD**

Accord de coopération en vue de la mise au point et de l'exploitation du procédé de la centrifugation gazeuse pour la production d'uranium enrichi (avec annexes). Signé à Almelo le 4 mars 1970

Textes authentiques: néerlandais, allemand et anglais.

Enregistré par les Pays-Bas le 14 septembre 1971.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS, THE FEDERAL REPUBLIC OF GERMANY AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ON COLLABORATION IN THE DEVELOPMENT AND EXPLOITATION OF THE GAS CENTRIFUGE PROCESS FOR PRODUCING ENRICHED URANIUM

The Kingdom of the Netherlands,

The Federal Republic of Germany and

The United Kingdom of Great Britain and Northern Ireland;

Regarding as a matter of great importance the supply of enriched uranium for purposes other than the manufacture of nuclear weapons;

Considering the rapid growth to be expected in the installation of nuclear power plants in Europe and elsewhere in the near future;

Considering the importance of developing in Europe a substantial capacity for the enrichment of uranium in order to meet the demand for enriched uranium to fuel such plants;

Considering the progress made, in their respective countries, in the development of the gas centrifuge method;

Considering that development of this method on a co-operative basis will strengthen European technological co-operation and that its joint industrial exploitation will contribute to European economic integration;

Declaring their readiness to consider entering into collaboration with European or other countries interested in the production of enriched uranium by the gas centrifuge method;

Declaring furthermore their readiness to integrate their collaboration into the framework of an enlarged European community;

¹ Came into force on 19 July 1971 for the following States, i.e. on the date of the deposit with the Government of the Netherlands of the third instrument of ratification, in accordance with article XII:

| <i>State</i> | <i>Date of deposit</i> | |
|--|------------------------|------|
| United Kingdom of Great Britain and Northern Ireland . . . | 26 March | 1971 |
| Netherlands (For the Kingdom in Europe) | 18 June | 1971 |
| Federal Republic of Germany | 19 July | 1971 |

(With a declaration for the text of which see p. 338 of this volume.)

Recalling the Interim Agreement on Security Procedures and Classification signed in Almelo on 4th March, 1970, and declaring their intention to apply appropriate measures of security in fulfilment of a common classification policy in relation to the gas centrifuge process;

Reaffirming that any co-operative arrangements will have to be consistent with the policies of the Contracting Parties in relation to the non-proliferation of nuclear weapons, to which they attach great importance, and with their international obligations in this field, and that appropriate international safeguards will be applied thereto;

Have agreed as follows:

Article I

(1) The Contracting Parties shall collaborate with one another, in accordance with the provisions of this Agreement, with a view to the enrichment of uranium by the gas centrifuge process and to the manufacture of gas centrifuges to that end.

(2) The Contracting Parties shall promote the establishment and operation of joint industrial enterprises to build plants for the enrichment of uranium by the gas centrifuge process and to operate such plants and otherwise exploit that process on a commercial basis.

(3) Each of the Contracting Parties or commercial entities nominated by it shall have the right to participate in the joint industrial enterprises referred to in paragraph (2) of this Article on a basis of equality of interest with the other Contracting Parties or commercial entities nominated by them.

(4) The Contracting Parties shall promote the integration of their research and development efforts in this field with a view to the conduct of an integrated programme of research and development by the joint industrial enterprises referred to in paragraph (2) of this Article in order to achieve and maintain a competitive position in relation to other sources of enriched uranium.

Article II

(1) In order to provide for effective supervision by the Contracting Parties, in accordance with the provisions of this Article, of the collaboration described in Article I of this Agreement, there shall be established a Joint Committee.

(2) The Joint Committee shall be composed of an accredited representative of each Contracting Party who may be accompanied by advisers. It shall take all its decisions by unanimous vote. Each representative shall have one vote.

(3) The Chairmanship of the Joint Committee shall be held in turn by the representative of each Contracting Party for a period of one year.

(4) The Joint Committee shall adopt its own rules of procedure and decide upon the administrative arrangements necessary for the execution of its responsibilities. The rules of procedure shall make appropriate provision for the use of the German, English and Netherlands languages. The administrative expenses of the Joint Committee shall be borne by the Contracting Parties in equal shares.

(5) The Joint Committee shall:

- (a) consider and decide upon any questions concerning the safeguards provided for in Article VII;
- (b) consider and decide upon questions arising out of the classification arrangements and security procedures to be observed in accordance with Article V;
- (c) advise the Contracting Parties as to the conditions upon which any agreement of the kind referred to in Article IX might be concluded;
- (d) consider and decide upon any proposals for:
 - (i) the transfer outside the territories of the Contracting Parties of information derived as a result of the collaboration described in Article I of this Agreement or of information, rights in which have been assigned to the joint industrial enterprises pursuant to this Agreement;
 - (ii) the granting of licences or sub-licences for the use outside the territories of the Contracting Parties of any of the information referred to in sub-paragraph (i) of this paragraph or of any inventions arising in the course of the collaboration described in Article I of this Agreement;
 - (iii) the export outside the territories of the Contracting Parties of equipment or materials developed, produced or processed under the collaboration described in Article I of this Agreement;
- (e) approve the instruments establishing the joint industrial enterprises and, in particular, the composition of those enterprises, and decide whether any proposal to vary such instruments or composition may be proceeded with;

- (f) approve proposals of the joint industrial enterprises for the siting of major installations to be created pursuant to the collaboration described in Article I of this Agreement;
- (g) make arrangements for the assessment and payment of royalties in accordance with paragraphs (3), (4) and (5) of Annex I to this Agreement concerning Patents and other Industrial Rights;
- (h) approve such research and development programmes as are to be financed in whole or in part by joint Government grants of the Contracting Parties, and consider any proposals from the joint industrial enterprises for varying the proportion of the cost of research and development to be borne jointly by the Contracting Parties;
- (i) decide upon or recommend to the Contracting Parties appropriate measures to be taken if technical or economic developments occur which are likely to effect significantly the commercial exploitation of the gas centrifuge process by the joint industrial enterprises;
- (j) determine any question concerning the interpretation of this Agreement put before it by the joint industrial enterprises in connection with the exercise of their functions.

(6) During the period of construction of an initial total annual capacity of 350 tonnes of separative work the Joint Committee shall also approve such clauses of the main contracts to be concluded between the joint industrial enterprises as may have major financial implications.

(7) The Joint Committee may at any time issue to the joint industrial enterprises directives pursuant to decisions taken by it under paragraph (5) or paragraph (6) of this Article, which directives it shall be the duty of the joint industrial enterprises to put into effect.

Article III

(1) (a) Subject to the provisions of this Article, no Contracting Party shall engage in, or promote or assist in any way, the commercial exploitation of the gas centrifuge process for the enrichment of uranium otherwise than through the collaboration described in Article I of this Agreement.

(b) The joint industrial enterprises shall use their best endeavours to meet all orders for uranium enrichment services placed with them by cus-

tomers in the territory of any of the Contracting Parties, whether or not the fulfilment of such orders would involve the installation of new enrichment capacity. The joint industrial enterprises shall, however, be bound to meet such orders if the Contracting Party concerned or entities within its territory agree to provide such portions of the extra finance involved as are not forthcoming from the joint industrial enterprises and the other Contracting Parties.

(2) (a) No Contracting Party shall engage in, or promote or assist in any way, any new programme of research on or development of the gas centrifuge process with a view to its exploitation for commercial purposes, unless such programme has been offered for execution by the appropriate joint industrial enterprise within the collaboration described in Article I of this Agreement and the offer has not been accepted within a period of four months.

(b) Where a programme which has been so offered and has not been accepted is carried out, its results may not be used by the Contracting Party concerned unless they have been offered for use by the appropriate joint industrial enterprise within the collaboration described in Article I of this Agreement on fair and reasonable terms and conditions and that offer has also not been accepted within a period of four months.

(3) The Contracting Parties shall inform each other, through the Joint Committee, of technical or economic developments which might affect significantly the commercial exploitation of the gas centrifuge process by the joint industrial enterprises.

Article IV

(1) The Contracting Parties shall apply, in relation to the collaboration described in Article I of this Agreement, the provisions of Annex I to this Agreement, concerning Patents and other Industrial Rights, which shall form an integral part of this Agreement.

(2) Subject to the provisions of this Article and of Article III of this Agreement, no Contracting Party shall, except as may otherwise be agreed, make any use of information transferred to it pursuant to this Agreement nor communicate such information to any person except for the purposes of the collaboration described in Article I of this Agreement.

Article V

(1) The Contracting Parties shall apply, in relation to the collaboration described in Article I of this Agreement, the provisions of Annex II to this Agreement, concerning Security Procedures and Classification, which shall be an integral part of this Agreement.

(2) On the date of entry into force of this Agreement the Interim Agreement on Security Procedures and Classification signed in Almelo on 4th March, 1970, shall cease to have effect, and any information and documents transferred subject to its provisions shall be protected as if they had been transferred under this Agreement.

Article VI

(1) The Contracting Parties jointly and separately undertake to ensure that any information, equipment, source or special fissionable material which may be at their disposal for the purpose of or as a result of the collaboration described in Article I of this Agreement will not be used by or to assist, encourage or induce any non-nuclear-weapon State to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices or control over such nuclear weapons or explosive devices. For the purposes of this paragraph the expression "non-nuclear-weapon State" means any State, including any State bound by this Agreement, which has not manufactured and exploded a nuclear weapon or other nuclear explosive device prior to 1 January 1967.

(2) The Contracting Parties further undertake to ensure that the joint industrial enterprises referred to in Article I of this Agreement shall not produce weapons grade uranium for the manufacture of nuclear weapons or other nuclear explosive devices.

Article VII

(1) For the purpose of verification of compliance with the undertakings set forth in Article VI of this Agreement, appropriate safeguards procedures, which shall be consistent with the international obligations of each Contracting Party, shall be applied.

(2) Under the rule established by paragraph (1) of this Article, the following procedures shall be applied:

- (a) the procedures of the safeguards system established by the European Atomic Energy Community (EURATOM), and the measures for accounting for the use of material and equipment established by the

Government of the United Kingdom, as applicable in the respective territories of the Contracting Parties; appropriate consultations and exchanges of visits between representatives of the Contracting Parties, and where required of the Commission of the European Communities, shall take place in order to ensure that such procedures are satisfactory and effective for the purposes of this Article;

- (b) the procedures resulting from any additional obligations in relation to safeguards binding upon any of the Contracting Parties pursuant to an agreement or agreements concluded with the International Atomic Energy Agency;
- (c) in the case of collaboration with, or export to, States other than the Contracting Parties, international procedures as described in sub-paragraphs (a) and (b) above, *mutatis mutandis*.

(3) The Joint Committee shall make whatever arrangements are necessary for the implementation of this Article.

Article VIII

(1) Any dispute which may arise between the Contracting Parties as to the interpretation or application of this Agreement or of any decision of the Joint Committee or of any measures or arrangements put into effect as a result of any such decision shall be referred to the Joint Committee, which shall endeavour to reach a friendly settlement of the matter.

(2) If a dispute is not thus settled, it shall, if possible, be settled by the Contracting Parties.

(3) If a dispute is not thus settled by the Contracting Parties it shall, at the request of any Contracting Party involved, and unless any other Contracting Party objects on security grounds, be submitted to arbitration by an Arbitral Commission.

(4) Such Arbitral Commission shall be constituted ad hoc as follows. Each Contracting Party involved shall appoint one member. If, however, all three Contracting Parties are involved and one is proceeding against the other two, or two against the third, the two in the same interest shall appoint one member in common. The two members so appointed shall nominate the third member who shall be the chairman. The members of the Arbitral Commission other than the chairman shall be appointed within two months, and the chairman within three months, from the date of the request for submission to arbitration.

(5) If an appointment has not been made within the period specified in paragraph (4) of this Article, any Contracting Party involved may invite the President of the European Court of Human Rights to make the necessary appointment. If the President is a national of any Contracting Party involved or if he is otherwise prevented from discharging the said function, the Vice-President should make the necessary appointment. If the Vice-President is a national of any Contracting Party involved or if he, too, is prevented from discharging the said function, the Member of the Court next in seniority who is not a national of any Contracting Party involved should make the necessary appointment.

(6) The Arbitral Commission shall, on the basis of this Agreement and of general international law, reach its decision by a majority of votes. The Arbitral Commission shall determine its own procedure. A Contracting Party not involved may intervene as a third party in the proceedings.

(7) There shall be no right of appeal against a decision of the Arbitral Commission. In case of a dispute concerning the import or scope of such decision it shall be incumbent upon the Arbitral Commission to interpret the decision at the request of any Contracting Party.

Article IX

The Contracting Parties may jointly conclude agreements for collaboration with European or other States, or international organisations. Any proposal for the conclusion of an agreement of this kind shall be considered by the Joint Committee.

Article X

The obligations of the Federal Republic of Germany and the Kingdom of the Netherlands under the Treaty establishing the European Atomic Energy Community¹ shall not be affected by this Agreement.

Article XI

This Agreement shall apply, in respect of the Kingdom of the Netherlands, only to that part of the Kingdom situated in Europe and, in respect of the United Kingdom of Great Britain and Northern Ireland, only to Great Britain and Northern Ireland.

¹ United Nations, *Treaty Series*, vol. 298, p. 167.

Article XII

This Agreement shall be subject to ratification. Instruments of ratification shall be deposited with the Government of the Kingdom of the Netherlands. The Agreement shall enter into force on the deposit with the Government of the Kingdom of the Netherlands of the third instrument of ratification. The Government of the Kingdom of the Netherlands shall inform the other signatory States of the deposit of each instrument of ratification and of the date of entry into force of this Agreement.

Article XIII

Any Contracting Party or the Joint Committee may at any time propose amendments to this Agreement. Any such proposals shall, if approved by the Joint Committee, be submitted by it for acceptance to the Contracting Parties. Any amendment so submitted shall require acceptance in writing by each Contracting Party and shall enter into force 30 days after the receipt by the Government of the Kingdom of the Netherlands of written notification of acceptance from all of the Contracting Parties. The Government of the Kingdom of the Netherlands shall inform the other Contracting Parties of the date of entry into force of any such amendment.

Article XIV

In the event of the accession of the United Kingdom to the Treaty establishing the European Atomic Energy Community, or to any Treaty which might replace it, the Contracting Parties shall review this Agreement with a view to making any amendments which may consequently be necessary or desirable.

Article XV

After this Agreement has been in force for a period of ten years, any Contracting Party may give one year's notice in writing of withdrawal from this Agreement. Negotiations shall promptly be held between the Contracting Parties to regulate the consequences of such a withdrawal.

Article XVI

This Agreement may at any time be terminated by the unanimous consent of the Contracting Parties. In this event a Protocol shall be concluded between them to regulate their rights and obligations consequentially, which shall include provisions for the disposal of assets and liabilities arising from their collaboration under this Agreement.

Article XVII

In the event of the withdrawal from this Agreement of any Contracting Party in accordance with the provisions of Article XV, or of the termination of this Agreement under Article XVI, appropriate provision shall be made for the continuation, in connection with Articles VI and VII, of undertakings and safeguards and, in connection with Article V, of measures for the protection of classified information, documents and equipment. Pending the making of such provision, the said Articles V, VI and VII, and any arrangements made or procedures applied in fulfilment thereof, shall continue in force.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in triplicate at Almelo this 4th day of March 1970, in the Netherlands, German and English languages, each text being equally authoritative.

For the Kingdom of the Netherlands:

J. LUNS
R. J. NELISSEN

For the Federal Republic of Germany:

SCHEEL
LEUSSINK

For the United Kingdom of Great Britain
and Northern Ireland:

ANTHONY WEDGWOOD BENN
CHALFONT

ANNEX I

PATENTS AND OTHER INDUSTRIAL RIGHTS

(1) For the purposes of this Annex:

- (a) "industrial rights" shall mean all industrial property rights, in particular patents, registered designs, petty patents and rights in know-how, as well as copyrights;
- (b) "pre-existing", in relation to industrial rights, shall mean all such rights held or controlled in the territory of any of the Contracting Parties or elsewhere at the date of entry into force of this Agreement by the following persons or bodies:

- (i) in relation to the Kingdom of the Netherlands:
the Government of the Netherlands, the Stichting Reactor Centrum Nederland and the Ultra-Centrifuge Nederland N.V.;
 - (ii) in relation to the Federal Republic of Germany:
the Government of the Federal Republic of Germany, the Gesellschaft für Kernverfahrenstechnik m.b.H., the Gesellschaft für nukleare Verfahrenstechnik m.b.H. and the Uran-Isotopentrennungsgesellschaft m.b.H.;
 - (iii) in relation to the United Kingdom of Great Britain and Northern Ireland:
the Government of the United Kingdom and the United Kingdom Atomic Energy Authority;
- (c) “the field” shall mean gas centrifuge and associated technology capable of use in the enrichment of uranium by the gas centrifuge process and in the construction of gas centrifuge manufacturing and enrichment plants.

(2) Subject to prior commitments existing at the date of entry into force of this Agreement, each Contracting Party shall take all measures within its power to ensure that the appropriate joint industrial enterprise is granted a free non-exclusive licence to use and exercise the pre-existing industrial rights in the field appertaining to such Contracting Party, and the right to grant sub-licences, for the purposes of any activity in the field to be performed within the collaboration described in Article I of this Agreement.

(3) A comparative evaluation of the respective effective contributions made by the pre-existing industrial rights in the field appertaining to each Contracting Party to the first joint centrifuge enrichment plant design decided upon by the joint industrial enterprises shall be made, at a time to be determined by the Joint Committee, by an Evaluation Group composed of one person nominated by each Contracting Party. Having heard evidence from the holders of these rights, the Evaluation Group shall report its findings to the Joint Committee.

(4) In addition to its task under paragraph (3) of this Annex, the Evaluation Group shall fix an appropriate percentage royalty to be applied to the value of enrichment plant to be constructed using the design referred to in the said paragraph (3).

(5) On the basis of the report of the Evaluation Group, the Joint Committee shall:

- (a) determine a fixed period of time from the final decision upon the design referred to in paragraph (3) of this Annex;
- (b) compute the value of enrichment plant firmly committed in that period for construction; and
- (c) give the necessary instructions for the payment by the appropriate joint industrial enterprise to each Contracting Party of its share, in accordance with the report of the Evaluation Group, of the royalties due.

(6) All industrial rights arising out of integrated research and development programmes put into effect by the joint industrial enterprises, or arising out of similar programmes pursued under the auspices of any of the Contracting Parties as part of the collaboration described in Article I of this Agreement pending the commencement of such integrated programmes, shall be assigned to the appropriate joint industrial enterprise. However, applications for patents for the registration of designs may where necessary be made, in the first instance, by the originator of the invention or design, but all rights in such patents or registered designs shall be assigned to the appropriate joint industrial enterprise within six months of the date of application.

(7) The joint industrial enterprise concerned shall in relation to the industrial rights referred to in paragraph (6) of this Annex and other industrial rights in the field held or controlled by it:

- (a) grant free licences for the purposes of any activity in the field to be performed within the collaboration described in Article I of this Agreement;
- (b) grant licences on reasonable commercial terms to enterprises in the territories of the Contracting Parties for purposes other than the enrichment of uranium by the gas centrifuge process.

(8) All industrial rights in the field arising out of new national programmes of research and development in the field with a view to exploitation for commercial purposes shall be dealt with in accordance with paragraph (2) of Article III of this Agreement.

(9) Each Contracting Party shall ensure that the appropriate joint industrial enterprise is notified of all applications for patents or for the registration of designs falling within the terms of paragraph (8) of this Annex, and that full details thereof are provided. Such notification shall be made, whenever possible, within the period allowed by international convention for the filing of further applications with priority in countries other than that of the originator of the invention or design concerned. Subject to the provisions of sub-paragraph 5 (d) of Article II of this Agreement, the appropriate joint industrial enterprise shall have the right to protect such inventions or designs at its own expense and in its own name, in countries in which the originator thereof fails to do so.

(10) No Contracting Party shall attack or contest, or in any way encourage or assist any other person to attack or contest, the industrial rights of the other Contracting Parties or of the joint industrial enterprises.

(11) In granting any licence or sub-licence of industrial rights in the field appertaining to them, each Contracting Party and the joint industrial enterprises shall require any resulting licensee or sub-licensee to refrain from attacking or contesting the industrial rights of the Contracting Parties or of the joint industrial enterprises.

(12) The Contracting Parties and the joint industrial enterprises shall handle commercially valuable information arising under this Agreement with appropriate precautions, and shall require all other persons to whom the information may be communicated to observe similar precautions.

(13) The granting of licences or sub-licences by the joint industrial enterprises to use and exercise outside the territories of the Contracting Parties the industrial rights referred to in paragraphs (2), (6) and (8) of this Annex or any other industrial rights in the field held or controlled by the joint industrial enterprises shall be regulated in accordance with sub-paragraph 5 (*d*) of Article II of this Agreement.

ANNEX II

SECURITY PROCEDURES AND CLASSIFICATION

(1) The Contracting Parties shall take all appropriate measures to protect any classified matter, that is to say any classified information, documents or equipment, which may be exchanged in connection with the collaboration described in Article I of this Agreement.

(2) The Contracting Parties shall similarly take all appropriate measures to protect any matter which may result from the collaboration described in Article I of this Agreement and which has been classified in accordance with a common classification policy as provided for in paragraph (4) of this Annex.

(3) The Contracting Parties shall apply to all such classified matter the security measures applicable to their national classified matter of a corresponding security grading, but in no case shall the measures applied be less strict than the principles and minimum standards mutually agreed.

(4) (*a*) In accordance with sub-paragraph (5) (*b*) of Article II of this Agreement, the Joint Committee shall consider any questions arising out of the classification arrangements and security procedures to be applied to the matter referred to in paragraphs (1) and (2) of this Annex.

(*b*) Each Contracting Party shall designate an Agency to be responsible for the execution of such arrangements and procedures in its territory in accordance with a common classification policy.

(*c*) Where necessary in order to satisfy itself as to the satisfactory and effective implementation of sub-paragraph (*b*) of this paragraph, the Joint Committee may at any time call for such reports from any of the Agencies designated in accordance with that sub-paragraph as it deems necessary.

(5) (*a*) Classified matter falling within the terms of paragraph (1) of this Annex shall bear one of the security gradings specified in respect of the State of origin in paragraph (6) of this Annex. On receipt such classified matter shall in addition be marked with the corresponding national security grading by the Agency of the receiv-

ing State or under its authority. The receiving State may not lower or remove such a security grading without the consent of the State of origin.

(b) The Joint Committee shall give directions for the application as appropriate of the security gradings specified in paragraph (6), in accordance with a common classification policy, to matter which may result from the collaboration described in Article I of this Agreement.

(6) Corresponding security gradings within the meaning of this Annex are:

In the Kingdom of the Netherlands

ZEER GEHEIM
GEHEIM
CONFIDENTIEEL OF VERTROUWELIJK
DIENSTGEHEIM

In the Federal Republic of Germany

STRENG GEHEIM
GEHEIM
VS-VERTRAULICH
VS-NUR FÜR DEN DIENSTGEBRAUCH

In the United Kingdom of Great Britain and Northern Ireland

TOP SECRET
SECRET
CONFIDENTIAL
RESTRICTED

(7) Classified matter shall be transferred from one country to another by Diplomatic Bag or by such other secure means as may be agreed between the Agencies of the Contracting Parties concerned.

(8) (a) No admission of visitors to restricted areas of premises in the territories of the Contracting Parties used for the purposes of the collaboration described in Article I of this Agreement nor access by them to classified matter shall be granted unless they are authorised to have access to classified matter of the corresponding security grading in their own State, and are accredited by the Agency of that State designated in accordance with paragraph (4) of this Annex.

(b) The accreditation shall be in writing and shall be sent in advance to the Agency of the State to be visited. It shall specify the scope and duration of the accreditation and the highest security grading to which access may be had.

(c) The Agency of the State to be visited shall be notified in advance of each visit, and shall be responsible for informing in good time the person or persons authorised to grant admission to the premises concerned. The notification shall indicate the subjects on which the visitor may be given access to classified matter.

(9) (a) (i) If classified matter falling within the terms of paragraph (1) of this Annex is lost or disclosed without authorisation in the State to which it has been transferred, or if there is reasonable suspicion of such unauthorised disclosure, the Agency of the State of origin shall be informed without delay.

(ii) If classified matter falling within the terms of paragraph (2) of this Annex is lost or disclosed without authorisation, or if there is reasonable suspicion of such unauthorised disclosure, the Joint Committee shall be informed without delay.

(b) In any case falling within the terms of sub-paragraph (a) of this paragraph, the investigation of whether such an occurrence constitutes an offence under the applicable laws and regulations, and the prosecution of such an offence, shall lie entirely within the competence of the Contracting Party within whose territory the occurrence took place, in accordance with its domestic legislation and internal regulations; nevertheless, an opportunity shall be given to any other Contracting Party to lay before the competent authorities of the Contracting Party in question any information relevant to the institution of proceedings in respect of such an occurrence. The Government of the State of origin or the Joint Committee, whichever is appropriate, shall be informed in due course whether such proceedings have been instituted or not and of their outcome.

(c) Classified information transferred under the provisions of this paragraph shall be entitled to the same degree of protection as any other classified information transferred subject to this Agreement.

DECLARATION
UPON RATIFICATION
*FEDERAL REPUBLIC
OF GERMANY*

DÉCLARATION
LORS DE LA RATIFICATION
*RÉPUBLIQUE FÉDÉRALE
D'ALLEMAGNE*

[GERMAN TEXT — TEXTE ALLEMAND]

“Die Bundesrepublik Deutschland wird das Wort “erforderlichenfalls” (im niederländischen Text: “*waar nodig . . . evenwel*”; im englischen Text: “*where necessary*”) in Absatz 6 Satz 2 des Anhangs I zum Übereinkommen nur als Bezugnahme auf innerstaatliche Rechtsvorschriften eines Vertragsstaates auslegen, nach denen die Anmeldung in erster Linie durch den Urheber der Erfindung selbst erforderlich ist.”

[TRANSLATION]

The Federal Republic of Germany will interpret the words “where necessary” (in the German text: “*erforderlichenfalls*”; in the Dutch text: “*waar nodig . . . evenwel*”) in the second sentence of paragraph (6) of annex I of the Agreement as referring only to domestic legal provisions of a Contracting State under which the application must be made, in the first instance, by the originator of the invention himself.

[TRADUCTION]

La République fédérale d'Allemagne interprétera les mots « le cas échéant » (dans le texte néerlandais: « *waar nodig . . . evenwel* »; dans le texte allemand: « *erforderlichenfalls* »; dans le texte anglais: « *where necessary* ») dans la deuxième phrase du paragraphe 6 de l'annexe de l'Accord comme visant uniquement des dispositions du droit interne d'un Etat contractant selon lesquelles la demande doit être effectuée par l'auteur même de l'invention.