

AMENDMENT TO THE AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA AND THE GOVERN-
MENT OF THE UNITED KINGDOM OF GREAT BRIT-
AIN AND NORTHERN IRELAND FOR COOPERATION
ON THE USES OF ATOMIC ENERGY FOR MUTUAL
DEFENSE PURPOSES OF JULY 3, 1958

COMMUNICATION

FROM

THE PRESIDENT OF THE UNITED STATES

TRANSMITTING

AN AMENDMENT TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR COOPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES OF JULY 3, 1958, PURSUANT TO 42 U.S.C. 2153(d); AUG. 1, 1946, CH. 724, TITLE I, SEC. 123 (AS AMENDED BY PUBLIC LAW 109-401, SEC. 104(e)); (120 STAT. 2734)



JULY 30, 2024.—Referred to the Committee on Foreign Affairs and
ordered to be printed

U.S. GOVERNMENT PUBLISHING OFFICE

THE WHITE HOUSE,
Washington, July 29, 2024.

Hon. MIKE JOHNSON,
Speaker of the House of Representatives,
Washington, DC.

DEAR MR. SPEAKER: I am pleased to transmit to the Congress, pursuant to section 123 d. of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2153(d)), the text of an amendment (the "Amendment") to the Agreement Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes of July 3, 1958, as amended (the "1958 Agreement").

I am also pleased to transmit my written approval, authorization, and determination concerning the Amendment. The joint memorandum submitted to me by the Secretaries of Defense and Energy providing their position on the Amendment is also enclosed. A separate classified addendum with additional material is being provided under appropriate security arrangements.

The Amendment removes the expiration date of certain provisions of the 1958 Agreement that permit the transfer of certain equipment and material between the United States and the United Kingdom, to enable broad and enduring cooperation and make all provisions of the 1958 Agreement indefinite in duration.

The Amendment also clarifies that Article II(A) of the 1958 Agreement provides for the exchange of atomic information and other related classified information, controlled unclassified information, technical data and technology subject to either Party's export control requirements, sensitive nuclear technology, and controlled nuclear information, as is jointly determined to be necessary for the development of defense plans; the training of personnel in the employment of defense against atomic weapons; the evaluation of capabilities of potential enemies in the employment of atomic weapons and other military applications of atomic energy; the development of delivery systems compatible with atomic weapons; and the research, development, or design of military reactors.

The Amendment's revisions to Article II(B) of the 1958 Agreement clarify that these same types of information may be exchanged related to atomic weapons, including special nuclear materials properties and production or processing technology, as is determined necessary to improve the recipient's atomic weapon design, development, or fabrication capability.

The Amendment also consolidates reciprocal transfers of equipment, information, and material associated with naval nuclear propulsion cooperation, including information designated as naval nuclear propulsion information in Article III of the 1958 Agreement,

and makes corresponding changes in that Article needed to provide for reciprocity.

The Amendment's additional revisions to the 1958 Agreement ensure consistency with the above-described changes as well as current United States and United Kingdom policies and practices regarding nuclear threat reduction, naval nuclear propulsion, and the security of the nuclear security enterprise, including personnel security.

In my judgment, the Amendment meets all statutory requirements. The United Kingdom intends to continue to maintain viable nuclear forces into the foreseeable future. The provisions of the 1958 Agreement, as amended by the Amendment, are consistent in every respect with United States commitments to the United Kingdom regarding the development and deployment of the United Kingdom TRIDENT Strategic Weapon System, continued cooperation in nuclear propulsion programs, and support for the United Kingdom atomic weapon and nuclear threat reduction programs.

Based on our steadfast partnership with the United Kingdom, and the United Kingdom's continued commitment of nuclear forces to the North Atlantic Treaty Organization (NATO), I have concluded it is in the national interest of the United States to continue to assist the United Kingdom in maintaining a credible nuclear deterrent, which will further improve our mutual defense posture and support our collective interests under NATO.

I have considered the views and recommendations of the interested departments and agencies and have determined that the performance of the Amendment will promote, and will not constitute an unreasonable risk to, the common defense and security. Further, I have approved the program outlined in the Amendment and have determined that such program will promote, and will not constitute an unreasonable risk to, the common defense and security. Accordingly, I have approved the Amendment, authorized its execution, and urge that the Congress give it favorable consideration.

Sincerely,

JOSEPH R. BIDEN, Jr.

**AMENDMENT TO THE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

**AND
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND**

**FOR COOPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE
PURPOSES**

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to amend the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes, signed at Washington July 3, 1958, as amended (the "Agreement");

Have agreed as follows:

ARTICLE 1

Amendment Regarding the Preamble

The chapeau of the preamble to the Agreement shall be amended by inserting before the comma "(collectively, the "Parties")".

ARTICLE 2

Amendment Regarding General Provision

Article I shall be amended by substituting "originating Party" for "communicating or transferring Party".

ARTICLE 3

Amendment Regarding Exchange of Information

The Agreement shall be amended by substituting the following for Article II:

"ARTICLE II

Exchange of Information

- A. Each Party will communicate to or exchange with the other Party such Atomic Information and other related: Classified Information, Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology and Controlled Nuclear Information, as is jointly determined to be necessary to:
1. the development of defense plans;
 2. the training of personnel in the employment of and defense against atomic weapons and other military applications of atomic energy;

3. the evaluation of the capabilities of potential enemies in the employment of atomic weapons and other military applications of atomic energy;
4. the development of delivery systems compatible with the atomic weapons which they carry; and
5. research, development or design of military reactors.

For the avoidance of doubt, the Parties understand the above-mentioned purposes to incorporate security of the nuclear security enterprise and support of nuclear threat reduction capabilities.

- B. In addition to the cooperation provided for in paragraph A of this Article, each Party will exchange with the other Party Atomic Information concerning atomic weapons and other related: Classified Information, Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology, Controlled Nuclear Information, and special nuclear materials properties and production or processing technology, when, after consultation with the recipient Party, the originating Party determines that the communication of such information is necessary to improve the recipient Party's atomic weapon design, development or fabrication capability.
- C. In addition to the provisions of this Agreement, the originating Party shall apply its internal processes to the communication or exchange of information to the recipient Party."

ARTICLE 4

Amendment Regarding Naval Nuclear Propulsion

The Agreement shall be amended by substituting the following for Article III:

"ARTICLE III

Naval Nuclear Propulsion Plants and Related Equipment, Information and Materials

- A. Subject to terms and conditions acceptable to it, an originating Party may directly, or may authorize persons to:
 1. transfer by sale to the recipient Party or persons designated by the recipient Party naval nuclear propulsion plants or parts thereof, including spare parts, naval reactor cores, fuel elements and other related equipment, as may be agreed by the Parties; and
 2. communicate to or exchange with the recipient Party or persons designated by the recipient Party information, including information designated as Naval Nuclear Propulsion Information ("NNPI"), as is necessary for the research, development or design of naval nuclear propulsion plants or parts thereof, including their manufacture, operation, maintenance, regulation and disposal.
- B. Each Party may transfer to the other Party agreed amounts of materials, including U-235 contained in uranium enriched in the isotope U-235, as needed for use in any naval nuclear propulsion plant on such terms and conditions as may be agreed. If the Parties mutually agree to do so, the originating Party may reprocess any material transferred under this paragraph in facilities of the originating Party, on terms and conditions to be agreed, or may authorize such reprocessing in private facilities in the

territory of the originating Party. Enriched uranium recovered in reprocessing such materials by either Party may be purchased by the originating Party under terms and conditions to be agreed. Special nuclear material recovered in reprocessing such materials and not purchased by the originating Party may be returned to or retained by the recipient Party.

- C. Each Party shall be compensated for enriched uranium sold by it pursuant to this Article at a price based on the fair market price of comparable enriched uranium at the time of the sale. For types of enriched uranium that do not have a commercial market, compensation for sale will be made at a price to be agreed by both Parties.
- D. The Parties may communicate or exchange information, including NNPI, on methods of reprocessing fuel elements of the type utilized in any naval nuclear propulsion plant, including information on the design, construction or operation of facilities for the reprocessing of such fuel elements."

ARTICLE 5

Amendment Regarding the Transfer of Materials and Equipment

Article III *bis* of the Agreement shall be amended by:

- (a) deleting "prior to December 31, 2024" throughout the Article;
- (b) inserting "to the Government of the United Kingdom" after the first use of "uranium" in paragraph C;
- (c) inserting ", other material" after "by-product" in paragraph D;
- (d) substituting "originating Party's" for "other Party's" in paragraph E.1; and
- (e) substituting "information communicated or exchanged pursuant to this Agreement" for "classified information" in paragraph E.3.

ARTICLE 6

Amendment Regarding Use of Information, Material and Equipment and Waiver of Claims

Article IV of the Agreement shall be amended by:

- (a) substituting "Responsibility for Use of Information, Material and Equipment and Waiver of Claims" for the title;
- (b) designating the existing paragraph as paragraph A;
- (c) substituting "recipient Party" for "Party receiving it" and "originating" for "other" in the newly-designated paragraph A; and
- (d) inserting after the newly-designated paragraph A:

"B. The recipient Party waives all of its claims, except contract claims, against the originating Party and its employees, arising out of or connected with the use or application of this information, material or equipment, including any claim arising out of or connected with the design, manufacture, assembly, transfer or utilization of naval nuclear propulsion plants, spare parts, naval reactor cores or fuel elements transferred pursuant to this Agreement."

ARTICLE 7

Amendment Regarding Conditions

Article V of the Agreement shall be amended by:

- (a) inserting "and regulations" after "laws" in paragraph A;
- (b) deleting the comma after "Agreement or" in paragraph C;
- (c) deleting "by either Party" in paragraph C;
- (d) substituting the following for paragraph D:

"D. Nothing in this Agreement shall preclude the communication or exchange of Classified Information, Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology or Controlled Nuclear Information, which may be transmitted under other arrangements between the Parties."

ARTICLE 8

Amendment Regarding Guaranties

Article VI of the Agreement shall be amended by:

- (a) substituting in the first sentence of paragraph A, "Classified Information communicated or exchanged, as well as materials and equipment transferred," for "Classified information, materials and equipment communicated or transferred" and substituting "laws" for "national legislation";
- (b) substituting in the second sentence of paragraph A, "Classified Information" for "classified information";
- (c) substituting in the first sentence of paragraph B: "Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology and Controlled Nuclear Information communicated or exchanged" for "Sensitive nuclear technology and controlled nuclear information transferred"; substituting "recipient Party" for "recipient party"; and substituting "originating Party" for "transferring Party";
- (d) re-lettering paragraphs C to F as paragraphs D to G;
- (e) inserting as new paragraph C:

"C. Classified Information designated by the United Kingdom as "OFFICIAL-SENSITIVE" shall be protected by the United States in accordance with the procedures identified in an implementing instrument or instruments entered into by the Parties.";
- (f) substituting "Each Party shall provide protection commensurate with both Parties' laws, regulations and policies." for the final sentence of the paragraph re-lettered as D; and
- (g) substituting "Information" for "Classified information, sensitive nuclear technology, and controlled nuclear information," in the paragraphs re-lettered as E and F.

ARTICLE 9

Amendment Regarding Dissemination

The Agreement shall be amended by substituting the following for Article VII:

"ARTICLE VII**Dissemination of Information, Materials and Equipment**

Nothing in this Agreement shall be interpreted or shall 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 or exchange information or transfer or permit access to or use of materials or equipment made available by the originating Party pursuant to this Agreement to any nation or international organization unless:

- A. it is notified by the originating Party that all appropriate provisions and requirements of the originating Party's applicable laws and regulations, including authorization by competent bodies of the originating Party, have been complied with as 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. in the case of communication or exchange of information or access to materials or equipment, the originating Party has informed the recipient Party that the originating Party has so communicated or exchanged such information to, or permitted access to such materials or equipment by, such other nation or international organization; or
- C. in the case of material which has lost its identity as a result of commingling with other material of the recipient Party, the recipient Party retains an amount under its jurisdiction equivalent to that made available to it by the originating Party under this Agreement."

ARTICLE 10

Amendment Regarding Information-Security Policies

The Agreement shall be amended by substituting the following for Article VIII:

"ARTICLE VIII**Information-Security Policies**

- A. Agreed information-security policies shall be maintained with respect to all 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 these matters.
- B. In the event that either Party updates its national information-security terminology referred to in Article XI, it shall notify the other Party in writing and, upon mutual written determination, the relevant definition(s) shall be read using the updated terminology for the purposes of this Agreement."

ARTICLE 11

Amendment Regarding Intellectual Property

The Agreement shall be amended by substituting the following for Article IX:

"ARTICLE IX**Intellectual Property**

- A. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing instruments. Rights to such intellectual property shall be allocated as provided in this Article.
- B. With respect to any invention or discovery employing or derived from information, material or equipment which has been communicated, exchanged or transferred pursuant to this Agreement and made or conceived 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, after the date of such communication, exchange or transfer but during the period of this Agreement:
1. in the case of any such invention or discovery in which rights are owned by the recipient Party, or any agency or corporation owned or controlled thereby, and not included in subparagraph 2 of this paragraph, the recipient Party shall, to the extent owned by any of them:
 - (a) transfer and assign to the originating Party all right, title and interest in and to the invention or discovery, including any patent application or patent thereon, in the country of the originating Party, subject to the retention of a royalty-free, non-exclusive, irrevocable license for the governmental purposes of the recipient Party and for the purposes of mutual defense; and
 - (b) grant to the originating Party a royalty-free, non-exclusive, irrevocable license for the governmental purposes of the originating Party and for purposes of mutual defense worldwide, including use in the production of material for sale to the recipient Party by a contractor of the originating Party;
 2. in the case of any such invention or discovery which is primarily useful in the production or utilization of special nuclear material or atomic energy and made or conceived prior to the time that the information it employs is made available for civil uses, the recipient Party shall:
 - (a) obtain, by appropriate means, sufficient right, title and interest in and to the invention or discovery, including any patent application or patent thereon, as may be necessary to fulfill its obligations under the following two subparagraphs;
 - (b) transfer and assign to the originating Party all right, title and interest in and to the invention or discovery, including any patent application or patent thereon, in the country of the originating Party, subject to the retention of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, for all purposes; and

(c) grant to the originating Party a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, for all purposes worldwide.

- C. 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 material or equipment transferred pursuant to this Agreement for use by the licensed Party for the purposes set forth in paragraph C of Article V.
2. The originating Party neither warrants nor represents that any information, material or equipment transferred under this Agreement does not infringe any patent owned or controlled by other persons and assumes no liability or obligation with respect thereto, and the recipient Party waives all of its claims against the originating Party and its employees, for any and all liability arising out of any infringement of any such patent.
- D. With respect to any invention or discovery, including any patent application or patent thereon, or license or sublicense therein, covered by paragraph B of this Article, each Party:
1. may, to the extent of its right, title and interest therein, deal with the same worldwide (other than in the country of the other Party) 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 worldwide; and
 2. hereby waives all of its claims against the other Party for compensation, royalty or award.
- E. The Parties may conclude an implementing agreement or agreements for the purpose of allocating intellectual property rights arising under this Agreement other than those allocated in paragraphs B through D of this Article. Any implementing agreement shall be consistent with this Agreement.
- F. Notwithstanding anything to the contrary in this Article or in any implementing agreement concluded pursuant to paragraph E of this Article:
1. No patent application with respect to any invention or discovery employing or derived from information, material or equipment communicated, exchanged or transferred pursuant to this Agreement that includes Classified Information, Controlled Unclassified Information, technical data or technology subject to either Party's export control requirements, Sensitive Nuclear Technology, or Controlled Nuclear Information, 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 jurisdiction not of a party to this Agreement except as may be agreed and subject to Articles VI and VII.
 2. Appropriate secrecy or prohibition orders shall be issued for the purpose of giving effect to paragraph F(1) of this Article.

3. Any intended publication of information employing or derived from information communicated or exchanged under the Agreement or related to material or equipment transferred under this Agreement shall be subject to both Parties' respective review processes for: Classified Information, Controlled Unclassified Information, technical data or technology subject to export control requirements, Sensitive Nuclear Technology, and Controlled Nuclear Information. Classified Information, Controlled Unclassified Information, technical data or technology subject to export control requirements, or Controlled Nuclear Information communicated or exchanged pursuant to this Agreement, or derived from information so communicated or exchanged, may not be published except in accordance with both Parties' applicable laws and regulations and only following such review by the Parties."

ARTICLE 12

Amendment Regarding Definitions

Article XI of the Agreement shall be amended by:

- (a) substituting for paragraph B:

"B. "Classified Information" means information, data, materials, services or any other matter within the scope of this Agreement with the security designation of United States "Confidential" or higher or, with respect to the United Kingdom, a security designation of "OFFICIAL-SENSITIVE" or higher, as applied under the laws or regulations of either the United States or the United Kingdom, respectively. "Classified Information" includes Atomic Information and that designated by the United States as National Security Information.";

- (b) re-lettering paragraphs C to K as D to L;

- (c) inserting as new paragraph C:

"C. "Controlled Unclassified Information" means information created or possessed by either Party that requires safeguarding or dissemination controls pursuant to and consistent with applicable law, regulations and government-wide policies but is not Classified Information. For the United States, this means information designated as (U.S.) Controlled Unclassified Information.";

- (d) substituting " "Sensitive Nuclear Technology" " for " 'Sensitive nuclear technology' " in the paragraph re-lettered as D;

- (e) substituting "Classified Information" for "information designated as Restricted Data by the Government of the United States" in the paragraph re-lettered as D;

- (f) substituting "'Controlled Nuclear Information' means unclassified" for "'Controlled nuclear information' means" in the paragraph re-lettered as E;

- (g) substituting "naval" for "submarine" and substituting "plants or parts thereof, reactors, and military reactors" for "plant, reactor and military reactor" in the paragraph re-lettered as F;

- (h) substituting double quotation marks for single quotation marks in the final sentence of the paragraph re-lettered as F;

- (i) substituting "Naval" for "Submarine" and "naval vessels" for "submarines" in the paragraph re-lettered as J;
- (j) substituting double quotation marks for single quotation marks and substituting "Atomic Information" for "atomic information" in the paragraph re-lettered as K;
- (k) substituting for the paragraph re-lettered as L:

"L. "Atomic Information" means information designated as Restricted Data or Formerly Restricted Data by the United States and information designated as ATOMIC by the United Kingdom."; and

- (l) inserting after the paragraph re-lettered as L:

"M. "Nuclear security enterprise" means, for the United States, the physical infrastructure, technology and workforce at the national security laboratories and atomic weapons production sites, as well as the Nevada National Security Site and the National Nuclear Security Administration's Office of Secure Transportation, and for the United Kingdom, the equivalent physical infrastructure, technology and workforce associated with the defence nuclear enterprise.

N. "Naval Nuclear Propulsion Information" or "NNPI" means information concerning the design, arrangement, development, manufacture, testing, operation, administration, training, maintenance or repair of the naval nuclear propulsion plants of naval nuclear-powered vessels and prototypes, including the associated shipboard and shore-based nuclear support facilities, and consists of Classified Information and Controlled Unclassified Information.

O. "National Security Information" means information that has been determined pursuant to U.S. Executive Order No. 13526 or any predecessor or successor order to require protection against unauthorised disclosure and is marked to indicate its classified status when in documentary form.

P. "Originating Party" means the Party that originally communicates, exchanges or transfers information, material or equipment, as applicable.

Q. "Recipient Party" means the Party that originally receives the communication, exchange or transfer of information, material or equipment, as applicable."

ARTICLE 13

Amendment Regarding Final Provisions

Article XII of the Agreement shall be amended by:

- (a) substituting "Final Provisions" for the title;
- (b) designating the existing paragraph as paragraph A; and
- (c) inserting after the newly-designated paragraph A:

"B. Following termination of this Agreement, information, material or equipment communicated, exchanged or transferred pursuant to this Agreement prior to the effective date of termination shall continue to be treated in accordance with Articles IV, V(C), VI(A, B, C, D, F and G), VII, VIII and IX. Additionally, termination of this Agreement shall not affect rights or obligations under Article IX.

C. The Parties may enter into implementing instruments to implement the provisions of the Agreement. In case of any inconsistency between an implementing instrument and this Agreement, this Agreement shall prevail.

D. The Parties shall settle any disagreements arising in the implementation or interpretation of this Agreement through mutual consultations without recourse to any dispute settlement mechanisms."

ARTICLE 14

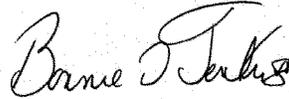
Entry into Force

This Amendment shall enter into force on the date of the last written notification between the Governments, through diplomatic channels, of the completion of all statutory and constitutional requirements for the entry into force of this Amendment.

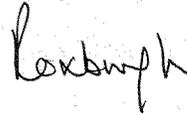
IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Amendment.

Done at Washington, in duplicate, this 25th day of July, 2024.

**For the Government of the
United States of America:**



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



THE WHITE HOUSE

WASHINGTON

July 16, 2024

Presidential Determination
No. 2024-07

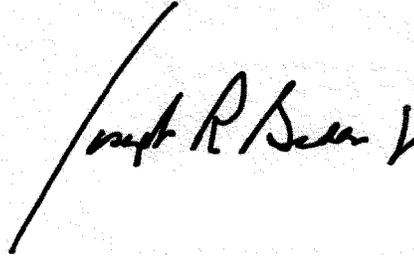
MEMORANDUM FOR THE SECRETARY OF DEFENSE
THE SECRETARY OF ENERGY

SUBJECT: Presidential Determination on the Proposed Amendment to the 1958 Agreement Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes

I have reviewed and concur with the positions taken in your joint memorandum of April 19, 2024, recommending approval of a proposed Amendment to the 1958 Agreement Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes of July 3, 1958, as amended (the "1958 Agreement"). I note your joint recommendation and concur with your assessment that the United Kingdom, by participating with the United States pursuant to an international arrangement, is making substantial and material contributions to our mutual defense and security. The proposed Amendment to the 1958 Agreement will permit cooperation, which will further improve our mutual defense posture and support our interests under the North Atlantic Treaty Organization. I hereby:

- approve the proposed Amendment to the 1958 Agreement;
- determine that the performance of the proposed Amendment will promote, and will not constitute an unreasonable risk to, the common defense and security;

- approve the program outlined in the proposed Amendment and determine that such program will promote, and will not constitute an unreasonable risk to, the common defense and security; and
- authorize the execution of the proposed Amendment for the Government of the United States of America in a manner specified by the Secretary of State.

A handwritten signature in black ink, appearing to read "Robert R. Berman". The signature is written in a cursive style with a prominent diagonal stroke at the beginning.

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APR 19 2024

MEMORANDUM FOR THE PRESIDENT

FROM: LLOYD AUSTIN
SECRETARY OF DEFENSEJENNIFER GRANHOLM
SECRETARY OF ENERGY

SUBJECT: Proposed Amendment to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes

Hereby submitted for your consideration and approval is a proposed Amendment to the 1958 Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes, as amended (the 1958 Agreement).

Article III *bis* of the 1958 Agreement permits certain transfers of materials and equipment to and from the United Kingdom prior to December 31, 2024. The proposed Amendment indefinitely extends the period for such transfers in order to enable broad and enduring cooperation. Further information on the materials and equipment to be transferred, or authorized for transfer, by the United States on an enduring basis under the 1958 Agreement are addressed in a supplementary classified memorandum. Under the 1958 Agreement, the terms and conditions of individual transfers of these materials and equipment must be further agreed by the Parties.

The proposed Amendment clarifies that Article II(A) of the 1958 Agreement provides for the exchange of Atomic Information and other related: Classified Information, Controlled Unclassified Information, technical data and technology subject to either Party's export control requirements, Sensitive Nuclear Technology, and Controlled Nuclear Information, as is jointly determined to be necessary for the development of defense plans; training of personnel in the employment of and defense against atomic weapons; evaluation of capabilities of potential enemies in the employment of atomic weapons and other military applications of atomic energy; development of delivery systems compatible with atomic weapons; and the research, development or design of military reactors. Amendments to Article II(B) clarify that these same types of information may be exchanged related to atomic weapons, including special nuclear materials properties and production or processing technology, as is determined necessary to improve the recipient's atomic weapon design, development, or fabrication capability.

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The proposed Amendment also consolidates provisions enabling reciprocal transfers of equipment, information, and material associated with naval nuclear propulsion cooperation, including information designated as naval nuclear propulsion information in Article III. In connection with this change, the proposed Amendment would also amend the Agreement to provide for cross-waiver of claims for liability, rather than the current indemnification of the United States by the United Kingdom.

Additional revisions to the 1958 Agreement ensure consistency with current U.S. and UK policies and practice regarding nuclear threat reduction, naval nuclear propulsion, and the security of the nuclear security enterprise, including personnel security. These revisions reflect the current transfer practices, classification policies, and security policies of the U.S. and UK Governments, while also allowing for changes to such practices and policies over time.

The provisions of the 1958 Agreement, as proposed to be amended, are consistent in every respect with U.S. commitments to the United Kingdom regarding the development and deployment of the UK TRIDENT Strategic Weapon System, continued cooperation in nuclear propulsion programs, and support for the UK atomic weapon and nuclear threat reduction programs.

We recommend that you determine that the United Kingdom, by participating with the United States pursuant to an international arrangement, is making substantial and material contributions to the mutual defense and security. The United Kingdom's nuclear forces have been and continue to be committed to the North Atlantic Treaty Organization.

Recommendation:

That you further:

- a. approve the proposed Amendment to the 1958 Agreement;
- b. determine that performance of the proposed Amendment will promote and will not constitute an unreasonable risk to the common defense and security;
- c. approve the program outlined in the proposed Amendment and determine that such program will promote and will not constitute an unreasonable risk to the common defense and security; and
- d. authorize the execution of the proposed Amendment for the Government of the United States of America in a manner specified by the Secretary of State.

The Department of State concurs with these recommendations.

Attachments:

1. Text of the Proposed Amendment to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great

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Britain and Northern Ireland for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes (U)

2. Draft Letter of Transmittal to the Congress from the President (U)
3. Draft Presidential Determination (U)

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