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WITHDRAWAL SHEET

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Collection Name BROOKS, LINTON: FILES

Withdrawer

DLB 9/28/2006

File Folder UNITED STATES/UNITED KINGDOM NUCLEAR
COOPERATION 1982-1984 (1982-1983)

FOIA

F02-071/1

Box Number ~~92039~~ RAC Box 7

COLLINS

9

ID	Doc Type	Document Description	No of Pages	Doc Date	Restrictions
27950	MEMO	RICHARD BOVERIE TO HERMAN ROSER, RE: US POLICY ON USE... R 7/31/2008 NLRRF02-071/1	1	1/28/1982	B1
27951	MEMO	RAY POLLOCK TO THE RECORD, RE: 1974 US-UK UNDERSTANDING... R 7/31/2008 NLRRF02-071/1	2	12/31/1982	B1
27952	MEMO	BOVERIE TO ROBERT MCFARLANE, RE: U.S. POSITION ON USE OF BRITISH..... R 7/31/2008 NLRRF02-071/1	1	1/13/1983	B1
27953	MEMO	POLLOCK TO BOVERIE, RE: TRANSMITTAL OF MFR DESCRIBING US POSITION R 7/31/2008 NLRRF02-071/1	1	1/13/1982	B1
27954	MEMO	CHUCK GILBER TO POLLOCK, RE: ATTACHED R 5/8/2008 F02-071	1	9/29/1982	B1
27955	MEMO	GILBER TO HERMAN ROSER, RE: INFORMAL MEEITNG WITH UNITED KINGDOM PERSONNEL R 5/8/2008 F02-071	1	9/16/1982	B1
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Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]

B-3 Release would violate a Federal statute [(b)(3) of the FOIA]

B-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]

B-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]

B-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]

B-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]

B-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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ID	Doc Type	Document Description	No of Pages	Doc Date	Restrictions
27957	MEMO	ROBERT PETTITT TO LLOYD KERSEY, RE: INTERPRETATION OF US/UK AGREEMENT	1	11/3/1964	B1
27958	LETTER	US ATOMIC ENERGY COMMISSION TO ROGER MAKINS	1	12/3/1963	B1
27959	LETTER	ROGER MAKINS TO GLENN SEABORG	1	12/23/1963	B1
27960	MEMO	GILBERT TO ASSISTANT SECRETARY FOR DEFENSE PROGRAMS, RE: [SUMMARY]	1	8/19/1982	B1
27961	MEMO	GILBERT O ASSISTANT SECRETARY FOR DEFENSE PROGRAMS, RE: INFORMATION PAPER	3	8/19/1982	B1
27962	PAPER	AGREEMENT - US/UK R 7/31/2008 NLRRF02-071/1	10	8/4/1958	B1
27963	PAPER	TECHNICAL ANNEX TO THE AGREEMENT	8	ND	B1
27964	PAPER	EXTRACT/SECURITY ANNEX TO THE AGREEMENT R 7/31/2008 NLRRF02-071/1	1	ND	B1

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Pollock

27950

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20506

~~SECRET~~

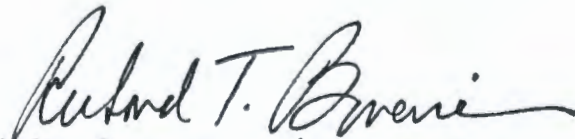
January 28, 1982

MEMORANDUM FOR HERMAN E. ROSER
Assistant Secretary for Defense Programs
Department of Energy

SUBJECT: U.S. Policy on Use of UK-Supplied Plutonium (S)

The attached memorandum-for-the-record summarizes our findings with regard to a US commitment not to use for weapons purposes plutonium supplied by the British under the barter agreement. Documents bearing on this matter could be found only in the Johnson Presidential Library, and restrictions on their use prevent me from furnishing you with copies. (S)

No copy of a written commitment can be found in US archives. Nevertheless, a commitment not to use British-supplied plutonium for weapons purposes was clearly made in early 1964, and probably confirmed in a March 31, 1964 meeting between Secretary of State Dean Rusk and Lord Harlech. We must regard this commitment as still in effect. (S)



Richard T. Boverie
Director of Defense Programs

Attachment: MFR

DECLASSIFIED

NLRR FD20711 #27950

BY CU NARADATE 7/31/08

~~SECRET~~

Declassify on: OADR

MEMORANDUM

~~SECRET~~

NATIONAL SECURITY COUNCIL

December 31, 1982

DECLASSIFIED

MEMORANDUM FOR THE RECORD

FROM: RAY POLLOCK

SUBJECT: 1974 US-UK Understanding on US Use of
British-Supplied Plutonium (S)

NLRR F02071/1 27951

BY CU NARA DATE 7/31/08

On April 21, 1964, Prime Minister Sir Alec Douglas-Home, speaking to the House of Commons, said, "...Our plans do not envisage the use of any of the plutonium produced by our civil reactors in the United Kingdom weapons programme, and I am informed by the United States Government that they have no intention of using the plutonium received from us for weapon purposes." Last summer, the transactions by which British plutonium was supplied to the US drew considerable interest in Parliament, and British representatives confirmed to DOE their understanding that the US was committed not to use this material for weapons purposes. DOE asked our help in finding definite written evidence of such a commitment.

Successive searches of materials in the LBJ Library have now turned up convincing evidence, but no written commitment.

It is interesting to note that the AEC (predecessor to DOE) has raised this question before. On April 27, 1965, AEC Chairman Glenn Seaborg wrote to National Security Advisor McGeorge Bundy referring to the Prime Minister's 1964 announcement and stating that AEC had no record of such a commitment. Bundy wrote Seaborg on May 10, 1965, to inform him that there was no question that the US position was that UK-supplied plutonium was not available for use in weapons without first discussing the matter with the UK at the highest political level. DOE has not been able to find either of these memos in their files. An internal NSC memorandum (also dated May 10, 1965) from Charles E. Johnson forwarding Bundy's memo for signature sheds some additional light. Johnson notes that, strangely, no record can be found of an actual communication making this commitment. He says that State Department believes it may have occurred in a telephone conversation between the President and the Prime Minister. He also feels that the fact we have let this commitment, clearly recorded on both the public and private record, stand for over a year pretty well commits us.

Finally, there exists one item in the record that comes tantalizingly close to recording the actual commitment. On March 30, 1964 (three weeks before the Prime Minister's speech), McGeorge Bundy wrote to Alexis Johnson, Under Secretary of State, to provide guidance for Secretary Rusk to use in a meeting with Lord Harlech. Bundy states that Glenn Seaborg agrees with the following statement of our position:

~~SECRET~~

Declassify on: OADR

"The U.S. does not plan to use any of the plutonium delivered by the U.K. under the present barter agreement in the U.S. weapons program. It is the intent of the U.S. to utilize this material in our civilian power development program. There is, therefore, no objection to the inclusion in the U.K. announcement of the statement that the U.S. also does not envisage the use of any of this plutonium in its weapons program."

A search of State Department records has failed to turn up this memo from Bundy, or any record of the Rusk-Harlech conversations. However, since the language tracks so closely with that used a few weeks later in the Prime Minister's public statement, I believe it is safe to assume that the statement quoted above was received by the British, and therefore defines the U.S. commitment.

cc: Brenda Reger

~~SECRET~~

~~SECRET~~

0319

NW

27952

MEMORANDUM

NATIONAL SECURITY COUNCIL

~~SECRET~~

Jan 13, 1983

ACTION

MEMORANDUM FOR ROBERT C. MCFARLANE

FROM: RICHARD T. BOVERIE *B*

SUBJECT: U.S. Position on Use of British-Supplied
Plutonium

DOE has asked us questions regarding the U.S. position on use of British-supplied plutonium. Ray Pollock has researched the matter and suggested that I send a copy of his MFR to DOE. (Please see the attached package.) It seems fine to me, but given the nature of the subject, I believe that you should make the decision on whether or not I should send the memo to DOE.

RECOMMENDATION

Send the memo to DOE.

OK *RCM* NO _____

Attachment

Memo from Pollock, Jan 13, 1983 w/atch

DECLASSIFIED

NLRR F02-071/1, #27952

BY *CN* NARADATE 7/31/08

~~SECRET~~

Declassify on: OADR

~~SECRET~~

MEMORANDUM

~~SECRET~~

NATIONAL SECURITY COUNCIL

January 13, 1982

ACTION

MEMORANDUM FOR RICHARD T. BOVERIE

FROM: RAY POLLOCK

SUBJECT: Transmittal of MFR Describing US Position on
Use of British-Supplied Plutonium (S)

The attached memo to Herm Roser summarizes the conclusions derived by researching material in the LBJ Library. The memo transmits a copy of my memo-for-the-record, and cautions DOE that the commitment to not use UK-supplied plutonium for weapons still holds. DOE is aware that any attempt to revise this policy would not be welcomed by the British at the present time, and has no immediate plans to try.

Recommendation

That you sign the memo attached.

Attachment:

Memo to Herman Roser with MFR

~~SECRET~~

Declassify on: OADR

DECLASSIFIED

NLRRF02-0711 #27953

BY CN NARADATE 7/31/08

**National Security Council
The White House**

1022A
JAN 20 1983

Package # 0319

'83 JAN 14 AM ~~11:33~~
1250

	SEQUENCE TO	HAS SEEN	ACTION
John Poindexter	<u>3 X</u>	<u>[initials]</u>	<u>A</u>
Bud McFarlane	<u>4</u>	<u>[initials]</u>	<u>A</u>
Jacque Hill	_____	_____	_____
Judge Clark	_____	_____	_____
John Poindexter	_____	_____	_____
Staff Secretary	<u>5</u>	_____	<u>A</u>
Sit Room	_____	_____	_____
<u>BLAIR</u>	<u>2</u>	_____	<u>REQUEST</u> <u>CHOP</u>

I-Information A-Action R-Retain D-Dispatch N-No further Action

DISTRIBUTION

cc: VP Meese Baker Deaver Other _____

COMMENTS

Concern with Ray
Pollock's analysis—
DeBlair

~~SECRET~~

This Document consists of:
~~34~~ Pages No. 1 of
2 Copies, Series A

27954

September 29, 1982

INFORMAL NOTE:

TO: Ray ~~For~~lock

Attached is background information on the US/UK Barter.

Chuck
Chuck Gilbert
DAS/NM

Attachment

DECLASSIFIED / RELEASED

NLS FD2-071 #27954

BY LOI, NARA, DATE 5/8/08

~~SECRET~~

~~RESTRICTED DATA~~
This document contains Restricted Data
as defined in the Atomic Energy Act of
1954. Unauthorized disclosure subject
to Administrative and Criminal Sanctions.

~~SECRET~~

27955
U.S. DEPARTMENT OF ENERGY

DATE: SEP 16 1982

memorandum

REPLY TO
ATTN OF: DP-132

SUBJECT: Informal Meeting with United Kingdom Personnel

TO: Herman E. Roser
Assistant Secretary for Defense Programs

The purpose of this memorandum is to advise you of an informal meeting which took place on August 27, 1982, with Mr. William Parsons, Head, Atomic Coordinating Office, British Embassy, Washington and Dr. John Gaunt also of the British Embassy, myself, and several members of my staff.

The main item discussed was the United States' use of the plutonium which had been transferred from the United Kingdom in the 1960's under the U.S./U.K. Mutual Defense Agreement and referred to as Barter A and B. These transactions have drawn considerable interest in the British Parliament and in British publications, particularly, The Guardian as evidenced by copies of Written Answers from Parliament and The Guardian provided by Mr. Parsons. Copies of these items are provided as Attachment I.

During the meeting, I reiterated my earlier statement that to the best of my knowledge the plutonium from Barter A and B has been used in various peaceful activities in approximately the quantities outlined in Attachment II.

The staff continues to search old records and correspondence for written evidence of the intent of the United States for utilization of Barter A and B plutonium.

I will keep you informed of the status of this activity.

(signed)
F. C. Gilbert
F. C. Gilbert
Deputy Assistant Secretary
for Nuclear Materials

2 Attachments

cc: A. A. Prescott, DP-131

DECLASSIFIED / RELEASED

NLS F02-071 #27955

BY LAJ, NARA, DATE 5/8/08

RESTRICTED DATA

This document contains Restricted Data as defined in the Atomic Energy Act of 1954. Unauthorized disclosure subject to Administrative and Criminal Sanctions.

~~SECRET~~



THE GUARDIAN Friday August 6 1982

US between 1963 and 1973 for use in atomic weapons or related R and D.

The House of Commons were, in fact, informed by the Prime Minister in 1964, before any deliveries began, that the US Government had no intention of using, for weapons purposes, any plutonium from those stations (Hansard Col 621, 17-23 April 1964). This assurance was recently recalled by Mr J. Moore (Under Secretary of State for Energy) in a Parliamentary Answer (Hansard Col 168-9, 1 April 1982) which also gave a breakdown of the wholly civil disposition of the plutonium produced in them. Even more recently, Mr Moore has informed the House that the US Department of Energy have stated that the bulk of the plutonium is in US fast reactor facilities, a sizeable quantity has been used to make Californium for medical purposes and the small remainder is in experimental civil uses at Argonne, Battelle, etc. (Hansard Cols 438-9, 27 July 1982).

For the avoidance of any further doubt about hypothetical discrepancies such as that advanced by your correspondents, may I say that none of the plutonium from the CEGB and SSEB Magnox reactors was exported, employed or applied for any atomic weapons or weapons-related R and D use in the UK, the US or any third country. — Yours faithfully,
G. R. Starr.
Chief Press Officer
UK Atomic Energy
Authority
11 Charles II St.
London SW 1.

Sir, — Mr Hesketh and Sir Martin Ryle devoted the first half of their letter of July 16 to elaborating a surmise that there has been an official silence of 18 years designed to conceal some three or four tonnes of weapon-grade plutonium from the civil Magnox stations of the CEGB and SSEB exported to the

British Shipowners (Add)

Mr. Shersby asked the Secretary of State for Industry what financial assistance is available to British shipowners to enable them to have their ships built in British yards.

Mr. Butcher: The home shipbuilding credit guarantee scheme under section 10 of the Industry Act 1972 makes credit available to United Kingdom shipowners ordering in United Kingdom yards. The current terms provide for credit of 80 per cent. of contract price repayable over up to eight and a half years from delivery at a fixed interest rate of 7.5 per cent. United Kingdom shipowners ordering in United Kingdom yards benefit from the home shipbuilding credit guarantee scheme under which credit is made available at 80 per cent. of contract price repayable at maximum, over eight and a half years from delivery, at a fixed interest rate of 7.5 per cent. These terms match the most favourable terms available to United Kingdom owners ordering abroad under the OECD export credit Understanding for ships. Prices for ships quoted by the United Kingdom shipbuilding industry also take into account the availability of intervention fund assistance.

European Community—United Kingdom Relationship

Mr. Straw asked the Secretary of State for Industry if any systematic studies have been made or are available to him of the possible effects on United Kingdom employment, output and trade of changes in the relationship of the United Kingdom and the European Economic Community, including, among other possibilities, the withdrawal of the United Kingdom from the European Economic Community; and if he will make such studies available in the Library.

Mr. MacGregor: I shall reply to the hon. Member as soon as possible.

"Atlantic Conveyor"

Sir Patrick Wall asked the Secretary of State for Industry if Her Majesty's Government will give financial assistance for the replacement of the "Atlantic Conveyor" to enable it to be built in a British shipyard.

Mr. Butcher: The Government already provide considerable assistance to British Shipbuilders. Since coming to office they have advanced sums approaching £600 million to the corporation. However, discussions are taking place with Cunard about possible ways of closing the price gap between British Shipbuilders' offer and its competitors' bids.

Telecommunications Companies (Value Added Services)

Mr. Kenneth Carlisle asked the Secretary of State for Industry when he proposes to issue a general licence under section 15 of the British Telecommunications Act 1981, authorising companies to supply telecommunications value added services in competition with British Telecom.

Mr. Butcher: My Department is today seeking the views of the consultative committee on telecommunications on a draft general licence for telecommunications value added network services. I am requesting written

comments on the draft from any interested party before 15 August. I hope to issue the licence as soon as possible after these consultations have been completed.

Siberian Gas Pipeline

Mr. Skeet asked the Secretary of State for Industry what is the extent of British involvement in the Union of Soviet Socialist Republic's natural gas pipeline from Siberia to member countries of the European Economic Community.

Mr. Peter Rees: I have been asked to reply.

I refer my hon. Friend to the reply given to the hon. Member for West Stirlingshire (Mr. Canavan) on 19 July. [Vol. 28, c. 14.]

ENERGY

Irradiated Nuclear Fuel Flasks (Report)

Mr. Arthur Lewis asked the Secretary of State for Energy if the special study which he commissioned on the consequences of a terrorist attack on an irradiated nuclear fuel flask has been completed; and if he will make a statement.

Mr. John Moore: In May 1980 my hon. Friend the Member for Kingston upon Thames (Mr. Lamont), commissioned a special study on the vulnerability to sabotage of a flask containing irradiated fuel while in transit and on the possible consequences to the local population. This study has now been completed. It is a comprehensive assessment covering both the security aspects and the safety aspects of an attack on a fuel flask in transit.

While it would be imprudent for security reasons to publish the study, I can inform the House that the results have confirmed the initial assessment that my hon. Friend gave in answer to a question from the hon. Member for Newham, North-West (Mr. Lewis) on 15 November 1979. [Vol. 993, c. 723-24.] They show that even under a most adverse combination of circumstances these flasks would not give rise to any significant hazard to the local population. I am satisfied that the existing arrangements, which I shall continue to keep under review, are adequate to protect public safety against any consequences of such an attack and that there are no grounds for altering them.

Plutonium

Mr. Cook asked the Secretary of State for Energy whether discussions are still proceeding on the proposal for supply of plutonium for use in the United States fast breeder programme; and what stage has been reached in negotiations.

Mr. John Moore: There have been no further developments since my statement in the debate initiated by the hon. Member on 21 December 1981. There have been no negotiations.

Mr. Rees asked the Secretary of State for Energy whether he will make a further statement about the uses to which the United States of America put the plutonium exported to it in the period up to 1971.

Mr. John Moore: As explained in my answer to the hon. Member for Edinburgh, Central (Mr. Cook) on 1

April, the United Kingdom Government was informed by the United States Government in 1964 that plutonium produced in the generating boards' Magnox reactors and consigned to the United States before 1971 under the United Kingdom/United States defence agreement would be for civil purposes. The United States authorities have recently confirmed to us that the bulk of the material in question is in the form of "coupons" for the zero energy fast reactor critical assembly and in the core of fast flux test facility. Both of these are part of the United States fast reactor programme. A sizeable quantity was used to make Californium for medical purposes. The remaining small quantity is in use for experimental purposes elsewhere in the civil programme, for example at Argonne and Battelle. It is therefore clear that the assurance given to the United Kingdom Government in 1964 has been fulfilled.

Opencast Coal Mining (South Yorkshire)

Mr. Mason asked the Secretary of State for Energy (1) if he will not authorise any extensions of opencast coal mining in South Yorkshire.

(2) if, in view of the despoilation of the mining areas in South Yorkshire, he will make it his practice to refuse all applications from the Opencast Executive to extend opencast mining operations which are referred to him for final determination.

Mr. John Moore: I shall continue to deal with applications from the NCB for authorisations under section 1 of the Opencast Coal Act 1958 on their merits.

Sizewell B (Inquiry)

Mr. Knox asked the Secretary of State for Energy if he will make available to the House a daily copy of the transcript of the Sizewell B inquiry.

Mr. Mellor: Yes. Arrangements are being made to place a copy of the daily transcript of the Sizewell B inquiry in the Libraries of both Houses.

Non-nuclear Energy Expenditure

2. Mr. Hooley asked the Secretary of State for Energy what is the current annual rate of public expenditure in alternative, non-nuclear, energy sources in each of the EEC countries, converted as near as possible to £ sterling at the present rate of exchange.

Mr. Mellor [pursuant to his oral reply, 26 July 1982, c. 728]: Preliminary figures from the IEA show the following Government expenditure on renewables in 1981:

	£ million
Germany	30.4
United Kingdom	15.1
Italy	13.2
Netherlands	7.9
Belgium	4.6
Greece	4.6
Denmark	3.0
Ireland	2.0

Note: The exchange rates used were annual averages for 1981 from the IMF International Financial Statistics.

For France the latest available figure is £72.2 million for 1980 expenditure by Government and public

institutions—French National Report to the 1981 United Nations Conference on New and Renewable Sources of Energy A/CONF.100/NR/7.

Electricity Supply (Prohibition)

Mr. Palmer asked the Secretary of State for Energy if he will list the individual organisations and bodies he is consulting in connection with his stated intention to remove the prohibition on the private supply of electricity at a main business.

Mr. Lawson [pursuant to his reply, 26 July 1982, c. 371]: Following is the list:

Advisory Council on Energy Conservation
Area Electricity Boards (including Scotland and Northern Ireland)
Association of County Councils
Association of District Councils
Association of Metropolitan Authorities
Association of Scottish Chambers of Commerce
British Electrical and Allied Manufacturers Association Ltd.
British Gas Corporation
British Nuclear Fuels Ltd.
Central Electricity Generating Board
Chemical Industries Association Ltd.
Confederation of British Industry
District Heating Association
Electricity Consumers' Council
Electricity Council
Employees' National Committee (representing electricity supply industry unions)
Greater London Council
Highlands and Islands Development Board
Institute of Energy
Institution of Electrical Engineers
Institution of Mechanical Engineers
London Boroughs Association
National Association of Local Councils
National Coal Board
National Society for Clean Air
North and South of Scotland Electricity Consultative Councils
Scottish Landowners Federation
Slough Estates
Trades Union Congress
United Kingdom Atomic Energy Authority
Windpower and Co. Limited

Oil and Gas (Enterprise) Bill

Mr. Skeet asked the Secretary of State for Energy if he will publish a Keeling schedule bringing up to date part II of schedule 2 and part II of schedule 3 to the Petroleum and Submarine Pipe-lines Act 1975 in the form these schedules would have when schedule 2 of the Oil and Gas (Enterprise) Bill has been enacted; and if he will issue consolidated regulations similarly bringing up to date schedules 4 and 5 to the Petroleum (Production) Regulations 1976 as proposed to be amended by the Oil and Gas (Enterprise) Bill.

Mr. Gray [pursuant to his reply, 18 January 1982, c. 9]: Consolidated Petroleum (Production) Regulations were laid before Parliament on 22 July and will come into operation on 16 August. These regulations will govern the arrangements for the eighth round of offshore production licensing as well as future landward licences.

The unanswered questions about our plutonium exports

Sir,—One does not have to "surmise" that there has been an 18-year official silence concerning the use of civil plutonium exported from the UK to the US (Letters, August 6); even the chief press officer of the UK Atomic Energy Authority does not cite any statement between April 21, 1964, and July 27, 1982.

On the former date Sir Alec Douglas-Home said: "I am informed by the United States government that it has no intention of using the plutonium received from us for weapons purposes" (Hansard, column 1000). Had there been a binding agreement between the two governments, we may be confident that Sir Alec would have used a more direct form of speech, for example: "... the US government has agreed ..."

However, Sir Alec was on: "informed of an intention" and intentions may change, for the best of reasons. (What better reason

than "national security"?) One scarcely has to be an expert in sideways communications to grasp the meaning of Sir Alec's words.

The UKAEA letter of August 6 refers to "a breakdown of the wholly civil disposition" of the plutonium produced in CEBB and SSEB reactors, but does not mention that the breakdown is incomplete. The final item of the breakdown is an undisclosed "balance" of civil plutonium exported under the Mutual Defence agreement.

The UKAEA letter leaves unanswered two major points raised by our letter July 16:

Is the previous chairman of the CEBB correct in saying that there is now no weapons-grade plutonium in the UK civil stockpile?

If the previous chairman's statement is correct, where is the weapons-grade plutonium that each Magnox reactor produces — by virtue of having been optimised for electricity production — during

the initial years of its operation?

We would also ask:

Where is the weapons-grade plutonium from Wylfa, the last and largest of the Magnox stations? Wylfa came on stream in late 1971, and should have produced half a tonne or more of weapons-grade plutonium. The export of civil plutonium to the US is said to have been complete by the end of 1970. Accordingly, the Wylfa weapons-grade plutonium should at present be in the UK civil stockpile.

The UKAEA letter describes the several discrepancies as "hypothetical." We therefore note that the Under-Secretary of State for Energy assured the Commons on December 21, 1981, that he would choose his words with great care (column 736). He then referred to "... 1,280 kg of United Kingdom civil plutonium ... exported for civil purposes countries for civil purposes (column 738, emphasis

added). In a later statement (Hansard, April 1, 1982, column 100) 780 kg of this 1,280 kg is attributed to the military reactors at Calder Hall and Chapel Cross, rather than to the civil stations. Should the statement of December 21, 1981, be preferred, or that of April 1, 1982?

If the statement by the previous chairman of the CEBB is correct (point one) does the 780 kg in fact contain the half tonne of Wylfa plutonium?

The UKAEA letter speaks of weapons-grade plutonium, but does not deny that weapons-grade rather than fuel-grade was exported:

We are asked to believe that "the bulk" of the exported weapons grade has been used in the fast-reactor programme, principally in the core of the reactor known as FFTF. The core of FFTF uses 0.6 tonnes of plutonium. The UK export is between three and four tonnes;

The US Department of Energy, unlike its UK counterpart, is responsible for the design and fabrication of nuclear warheads, and for the associated production of weapons-grade plutonium. The statement of July 27, 1982, by the USDoE—to which the UKAEA letter of August 6 refers—is therefore a statement by a defendant, rather than an independent assessment.

The USDoE statement says that "a sizeable quantity" of UK plutonium has been used to make Californium for medical purposes. A large reactor could produce one kilogram of Californium per year, say 10 kilograms in a decade. At one time, 10 or so hospitals in the US and the UK used Californium to treat malignant tumours; only one does so now. Probably less than 1,000 people have received Californium therapy. The total amount of Californium used in this therapy is less than one-tenth of a milligram;

The production of Californium may well run to kilograms. It is a preferred radioactive source for use in reactors, and its non-medical uses vastly outweigh its medical uses.

The weight of the evidence is that civil weapons-grade plutonium has been exported from the UK to the US under the Mutual Defence agreement, and that it has been used in weapons.

Our letter of July 16 concluded with two proposals for the future: a far more clearly defined distinction between the civil and military use of plutonium; and a more open system of accounting and of public scrutiny.

The UKAEA letter of August 6, by its manner and by its content, only emphasises the need for these reforms.—Yours faithfully,
R. V. Hesketh,
Lower Stone,
Berkeley, Gloucestershire,
(Sir) Martin Ryle,
Cambridge.

~~SECRET~~

27956

Disposition of Barter A and B Plutonium

<u>Item</u>	<u>Kg Plutonium</u>
Zero Power Plutonium Reactor (ZPPR) Fuel	3,298.0
Reactor Feed for Californium Production	523.8
Fast Flux Test Facility (FFTF) Fuel	418.2
All Others ^{1/}	307.4
Total	4,547.4 Kg

<u>1/ All Other</u>	<u>Kg Plutonium</u>
Rocky Flats Scrap	196.3
Argonne National Laboratory (Breeder Fuel R&D)	25.0
Pacific Northwest Laboratories (Breeder Fuel R&D)	17.8
Various Laboratories - Misc. (Breeder Fuel R&D)	45.2
Inventory Differences (Process Losses - Measurement Uncertainties)	<u>23.1</u>
Total	307.4 Kg

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NLS FOZ-D71 #27956

Derivative (signed)
Classifier F. C. Gilbert
(Name and title)

BY LOI, NARA, DATE 5/8/08

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This document contains Restricted Data,
as defined in the Atomic Energy Act of
1954. Unauthorized disclosure subject
to Administrative and Criminal Sanctions.

~~SECRET~~

is of foreign govern-
the Socialist Interna-
id it could win support
and our shores."

U.S. drops plan to buy British plutonium

BY DAVID FISHLOCK, SCIENCE EDITOR *7, 4/78*

E U.S. has abandoned all
as of leasing or buying plu-
tanium from Britain, a senior
ite House aide said in Lon-
n yesterday.

Mr John Marcum, assistant
rector for energy in the White
use Office of Science and
chnology, told the Uranium
stitute's symposium on nuc-
er energy in the twilight of
e oil era that the U.S. Govern-
ent's plan hinged on getting
e Barnwell reprocessing fac-
y in South Carolina — built
a consortium in which Royal
nch Shell had a stake — re-
ated as a private venture.

Commercial reprocessing of
ent nuclear fuel in the U.S.
as forbidden in 1977 by
resident Carter's administra-
ent and then nearly built

Barnwell facility remained
unused.

The new incentive to the
private sector to re-invest in
and re-start Barnwell would be
a government offer to purchase
"a substantial amount" of its
plutonium output. The U.S.
government was expecting to
pay \$20 (£11.52) to \$30 (£17.28)
per gramme for plutonium
separated from fuel out of U.S.
light-water reactors used by the
electricity industry, Mr Marcum
said later.

At a conservative estimate,
the plant could process 1,000
tonnes of spent nuclear fuel a
year, which would yield up to
10 tonnes of plutonium. Thus
the plant could earn about
\$250m a year from plutonium
alone, the Government
estimated.

The Government would be
willing to maintain the incen-
tive for "several years" while
Barnwell stockpiled enough
plutonium for the administra-
t's prototype fast-reactor
project at Clinch River and the
first big U.S. demonstration fast
reactor. But Mr Marcum
stressed that the U.S. adminis-
tration "will not countenance
the use of civil plutonium for
military needs."

The administration came
under strong criticism from the
International Atomic Energy
Agency last autumn for sugges-
tions from the Department of
Energy in Washington that it
might use civil fuel—either
from the U.S. or Britain—as a
source of plutonium for its new
nuclear weapon programmes.

Mr Marcum said that a re-

furbishing programme had
already been approved for the
U.S. military reactors which
would, as a result, produce
more than enough plutonium to
meet the new weapon require-
ments.

Other incentives for private-
sector reprocessing would be
official encouragement for
foreign participation, "both as
customers and equity partici-
pants."

Meanwhile, there were no im-
pediments to U.S. utilities hav-
ing their spent fuel reprocessed
overseas, he said.

British Nuclear Fuels, for ex-
ample, has spare capacity in the
reprocessing plant it plans to
build at Sellafield, Cumbria, as
a result of reduced require-
ments by the Central Electricity
Generating Board.

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FOIA

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COLLINS

Box Number

92039

9

ID	Document Type Document Description	No of pages	Doc Date	Restric- tions
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27957 MEMO

1 11/3/1964 B1

ROBERT PETTITT TO LLOYD KERSEY, RE:
INTERPRETATION OF US/UK AGREEMENT

Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]

B-3 Release would violate a Federal statute [(b)(3) of the FOIA]

B-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]

B-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]

B-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]

B-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]

B-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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27958 LETTER

1 12/3/1963 B1

US ATOMIC ENERGY COMMISSION TO ROGER
MAKINS

Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

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B-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

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27959 LETTER

1 12/23/1963 B1

ROGER MAKINS TO GLENN SEABORG

Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]

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27960 MEMO

1 8/19/1982 B1

GILBERT TO ASSISTANT SECRETARY FOR
DEFENSE PROGRAMS, RE: [SUMMARY]

Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]

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27961 MEMO

3 8/19/1982 B1

GILBERT O ASSISTANT SECRETARY FOR
DEFENSE PROGRAMS, RE: INFORMATION PAPER

Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]

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2-2-2
Roy Bager OMA
Final Version of
Amended Agreement

NLRRO2071/1*27962

Amney

BY CU NARA DATE 7/31/08 UNITED KINGDOM

100-110182
from ISA

27962

Atomic Energy: Cooperation for Mutual Defense Purposes

Agreement signed at Washington July 3, 1958:
Entered into force August 4, 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

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

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

Considering that both countries have made substantial progress in the
development of atomic weapons;

Considering that they are participating together in international
arrangements pursuant to which they are making substantial and material
contributions to their mutual defense and security;

Recognizing that their common defense and security will be advanced
by the exchange of information concerning atomic energy and by the transfer
of equipment and materials for use therein;

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

Taking into consideration the United States Atomic Energy Act of
1954, as amended, which was enacted with these purposes in mind,
Have agreed as follows:

Article I

GENERAL PROVISION

While the United States and the United Kingdom 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 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

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

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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 and design of military reactors to the extent and by such means as may be agreed.

B. In addition to the cooperation provided for in paragraph A of this Article each Party will exchange with the other Party other classified information concerning atomic weapons when, after consultation with the other Party, the communicating Party determines that the communication of such information is necessary to improve the recipient's atomic weapon design, development and fabrication capability.

Article III

TRANSFER OF SUBMARINE NUCLEAR PROPULSION PLANT AND MATERIALS

A. The Government of the United States will authorize, subject to terms and conditions acceptable to the Government of the United States, a person to transfer by sale to the Government of the United Kingdom or its agent one complete submarine nuclear propulsion plant with such spare parts thereof as may be agreed by the Parties and to communicate to the Government of the United Kingdom or its agent (or to both) such classified information as relates to safety features and such classified information as is necessary for the design, manufacture and operation of such propulsion plant. A person or persons will also be authorized, for a period of ten years following the date of entry into force of this Agreement and subject to terms and conditions acceptable to the Government of the United States, to transfer replacement cores or fuel elements for such plant.

B. The Government of the United States will transfer by sale agreed amounts of U-235 contained in uranium enriched in the isotope U-235 as needed for use in the submarine nuclear propulsion plant transferred pursuant to paragraph A of this Article, during the ten years following the date of entry into force of this Agreement on such terms and conditions as may be agreed. If the Government of the United Kingdom so requests, the Government of the United States will during such period reprocess any material sold under the present paragraph in facilities of the Government of the United States, on terms and conditions to be agreed, or authorize such reprocessing in private facilities in the United States. Enriched uranium recovered in reprocessing such materials by either Party may be purchased by the Government of the United States under terms and conditions to be agreed. Special nuclear

material recovered in reprocessing such materials and not purchased by the Government of the United States may be returned to or retained by the Government of the United Kingdom and any U-235 not purchased by the Government of the United States will be credited to the amounts of U-235 to be transferred by the Government of the United States under this Agreement.

C. The Government of the United States shall be compensated for enriched uranium sold by it pursuant to this Article at the United States Atomic Energy Commission's published charges applicable to the domestic distribution of such material in effect at the time of the sale. Any purchase of enriched uranium by the Government of the United States pursuant to this Article shall be at the applicable price of the United States Atomic Energy Commission for the purchase of enriched uranium in effect at the time of purchase of such enriched uranium.

D. The Parties will exchange classified information on methods of reprocessing fuel elements of the type utilized in the propulsion plant to be transferred under this Article, including classified information on the design, construction and operation of facilities for the reprocessing of such fuel elements.

E. The Government of the United Kingdom shall indemnify and hold harmless the Government of the United States against any and all liabilities whatsoever (including third-party liability) for any damage or injury occurring after the propulsion plant or parts thereof, including spare parts, replacement cores or fuel elements are taken outside the United States, for any cause arising out of or connected with the design, manufacture, assembly, transfer or utilization of the propulsion plant, spare parts, replacement cores or fuel elements transferred pursuant to paragraph A of this Article.

Article III bis

Transfer of Materials and Equipment

A. The Government of the United States shall transfer to the Government of the United Kingdom the following in such quantities, at such times prior to December 31, 1984, and on such terms and conditions as may be agreed:

1. non-nuclear parts of atomic weapons which parts are for the purpose of improving the United Kingdom's state of training and operational readiness;
2. other non-nuclear parts of atomic weapons systems involving Restricted Data which parts are for the purpose of improving the United Kingdom's state of training and operational readiness when in accordance with appropriate requirements of applicable laws;

3. source, by-product and special nuclear material, and other material, for research on, development of, or use in atomic weapons when, after consultation with the Government of the United Kingdom, the Government of the United States determines that the transfer of such material is necessary to improve the United Kingdom's atomic weapon design, development or fabrication capability.

B. The Government of the United States shall transfer to the Government of the United Kingdom special nuclear material and authorize the transfer of other material, for research on, development of, production of, or use in utilization facilities for military applications in such quantities, at such times prior to December 31, 1984, and on such terms and conditions as may be agreed.

C. The Government of the United Kingdom shall transfer to the Government of the United States for military purposes such source, by-product and special nuclear material, and equipment of such types, in such quantities, at such times prior to December 31, 1984, and on such terms and conditions as may be agreed.

D. 1. With respect to by-product material, special nuclear material and other material transferred from one Party to the other under this Article, the recipient Party agrees not to use any such material for purposes other than those for which it was received, provided that material which has lost its identity as a result of commingling with other material of the recipient Party may be put to other uses if the recipient Party retains an equivalent amount of its own material for the purpose for which the other Party's material was received.

2. For material or equipment transferred from one Party to the other Party, the recipient Party shall pay or reimburse, as may be agreed, all packaging, transportation and related costs. Packaging, shipping containers and methods of shipment shall be as may be agreed.

3. Should either Party desire to acquire materials or components for use in the manufacture or in preparation for manufacture of atomic weapons from any source within the jurisdiction of the other Party, the procuring Party shall inform the other Party of the proposed procurement in order that such other Party may determine whether the proposed procurement involves classified information and if so whether the proposed procurement is in compliance with its applicable laws and regulations.

Article IV

RESPONSIBILITY FOR USE OF INFORMATION, MATERIAL, EQUIPMENT AND DEVICES

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 V

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.

C. Except where specifically authorized by this Agreement or, as may be agreed for civil uses, the recipient Party agrees not to use the information communicated or exchanged, or the materials or equipment transferred, by either Party pursuant to this Agreement for other than 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 VI

GUARANTIES

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 VII 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 VII

DISSEMINATION

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 classified information or transfer or permit access to or use of materials, or equipment, made available by the other Party pursuant to this Agreement to any nation or international organization unless:

A. it is notified by the other Party that all appropriate provisions and requirements of such other Party's applicable laws, including authorization by competent bodies of such other Party, have been complied with as necessary to authorize such other Party directly so to communicate to, transfer to or permit access to or use by such other nation or international organization; and further that such other 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 of classified information and access to materials or equipment, such other Party has informed the recipient Party that such other Party has so communicated such classified 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 other Party under this Agreement.

Article VIII

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 IX

PATENTS

A. With respect to any invention or discovery employing classified information which has been communicated or exchanged pursuant to Article II or derived from the submarine propulsion plant, material or equipment transferred pursuant to Articles III or III bis, 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 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 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 other Party a royalty-free, non-exclusive, irrevocable license for the governmental purposes of that other Party and for purposes of mutual defense in the country of the recipient Party and third countries, including use in the production of material in such countries for sale to the recipient Party by a contractor of that other 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, or patent application or patent thereon, as may be necessary to fulfill its obligations under the following two subparagraphs;

(b) 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 of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses for all purposes; and

(c) 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 Party 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 the submarine

propulsion plant, spare parts or equipment transferred pursuant to paragraph A of Article III or paragraphs A, B or C of Article III bis for use by the licensed Party for the purposes set forth in paragraph C of Article V.

2. The transferring Party neither warrants nor represents that the submarine propulsion plant or any material or equipment transferred under Articles III or III bis does 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 submarine propulsion plant, material or equipment transferred pursuant to Articles III or III bis, 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 VI and VII.

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

Article X

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, and by paragraph B of Article I bis of the Agreement for Cooperation on Civil Uses of Atomic Energy, which was signed at Washington on June 15, 1955, as amended by the Amendment signed at Washington on June 13, 1956, shall be carried out in accordance with the provisions of the present Agreement.

Article XI

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 United Kingdom "Restricted" or United States "Confidential" or higher applied under the legislation or regulations of either the United States or the United Kingdom, including that designated by the Government of the United States as "Restricted Data" or "Formerly Restricted Data" and that designated by the Government of the United Kingdom as "ATOMIC".

C. "Equipment" means 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 submarine nuclear propulsion plant, reactor and military reactor. "Equipment" also includes non-nuclear parts of atomic weapons and other non-nuclear parts of atomic weapons systems involving Restricted Data.

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

E. "Person" means:

1. any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency or government corporation other than the United States Department of Energy and the United Kingdom Ministry of Defence; and

2. any legal successor, representative, agent or agency of the foregoing.

F. "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained and controlled

by utilizing uranium, plutonium or thorium, or any combination of uranium, plutonium or thorium.

G. "Submarine nuclear propulsion plant" means a propulsion plant and includes the reactor, and such control, primary, auxiliary, steam and electric systems as may be necessary for propulsion of submarines.

H. "Non-nuclear 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 material; and "other non-nuclear parts of atomic weapons systems involving Restricted Data" means parts of atomic weapons systems, other than non-nuclear parts of atomic weapons, which contain or reveal atomic information and which are not made, in whole or in part, of special nuclear material.

I. "Atomic information" means information designated "Restricted Data" or "Formerly Restricted Data" by the Government of the United States and information designated "ATOMIC" by the Government of the United Kingdom.

Article XII

DURATION

This Agreement shall enter into force [1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement, and shall remain in force until terminated by agreement of both Parties, except that, if not so terminated, Article II may be terminated by agreement of both Parties, or by either Party on one year's notice to the other to take effect on December 31, 1969, 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 third day of July, 1958, in two original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

John Foster Dulles

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Hood

[1] August 4, 1958.

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27963 PAPER

8

ND

B1

TECHNICAL ANNEX TO THE AGREEMENT

Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]

B-3 Release would violate a Federal statute [(b)(3) of the FOIA]

B-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]

B-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]

B-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]

B-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]

B-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

27964

SECURITY ANNEX 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

III. Control of Classified Information

G. Documents containing atomic information, when no longer needed, shall be destroyed by burning, shredding, pulping, or any other method which assures complete destruction of the information contained therein. Work sheets, carbon paper, stenographer's notes, imperfect copies and similar material which warrants classification shall be safeguarded and destroyed in the manner prescribed for documents of the same classification. Destruction of Top Secret, Secret, and receipted Confidential documents shall be evidenced by appropriate entries in accountability records. When possible, parts, components, or other material containing or revealing atomic information, when no longer needed, shall be destroyed by burning, crushing, shredding, pulping, or any other method which assures complete destruction of the atomic information contained or revealed therein. When not possible, they should be disposed of in accordance with mutually agreed security practices.

VI. Definition

NLRR F02-0711 # 27964

BY C4 NARA DATE 7/31/08

☐ DECLASSIFY
or
☒ REVIEW

on: Dec. 31 1999
(date or event)

NATIONAL SECURITY
100-100000
100-100000

~~SECRET~~

Ray,

Here are the cables
I mentioned to you. You'll
note that I could only call
up one section of London
1149, but it gives you a
flavor of what's going on.

I agree we ought to talk
to Doc. AND it is probably
prudent not to get very
many at STATE involved,
at least for the present.

Bud

UNCLASSIFIED
Department of State

INCOMING
TELEGRAM
1628

PAGE 01 LONDON 01160 181252Z
ACTION OES-09

INFO OCT-00 COPY-01 ADS-00 INR-10 EUR-00 SS-10 CIAE-00
EB-08 DODE-00 H-01 IO-15 NSC-01 NSAE-00 L-03
PM-09 SAL-01 ACDA-12 SP-02 NRC-02 SNP-01 /086 W
-----365156 181506Z /53

R 181248Z JAN 83
FM AMEMBASSY LONDON
TO SECSTATE WASHDC 8719
INFO USDOE WASHDC
USDOE GERMANTOWN
AMEMBASSY VIENNA

UNCLAS LONDON 01160

USIAEA

DEPT. PASS TO NRC

E.O. 12356: N/A
TAGS: ENRG, PARM, SCSA, UK
SUBJECT: CIVIL PLUTONIUM NOT USED FOR WEAPONS,
SIZEWELL INQUIRY TOLD

REF: LONDON 1049

1. JOHN BAKER, THE CEGB'S CHIEF WITNESS OF THE SIZEWELL INQUIRY TESTIFIED ON JAN. 14 THAT "NO PLUTONIUM PRODUCED IN CEGB REACTORS HAS BEEN APPLIED TO WEAPONS USE, EITHER IN THE UK OR ELSEWHERE, AND IT IS THE POLICY OF THE GOVERNMENT AND OF THE CEGB THAT THIS SITUATION SHOULD CONTINUE. THE CEGB HAS NO REASON TO BELIEVE THAT THE POLICY WILL CHANGE IN THE FUTURE".

2. IN EXPLAINING THIS POLICY, BAKER OUTLINED THE UK'S VOLUNTARY SUBMISSION TO NPT SAFEGUARDS AND INSPECTIONS BY THE IAEA AND EURATOM. HE ALSO EXPLAINED THAT SINCE THE SIZEWELL PLANT WOULD BE OF U.S. ORIGIN, ANY PLUTONIUM PRODUCED IN IT WOULD BE SUBJECT TO CERTAIN U.S. RIGHTS OF CONTROL BASED ON THE U.S.-EURATOM AGREEMENT AND THE NON-PROLIFERATION ACT OF 1978.

3. WE ARE TRYING TO OBTAIN TRANSCRIPT OF THESE REMARKS.
LOUIS

UNCLASSIFIED

SMITH RICARDO D
83 LONDON 1049

01/20/83 142322 PRINTER: WK

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PAGE 01 LONDON 21049 01 OF 03 171048Z

ACTION OES-09

INFO	OCT-00	COPY-01	ADS-00	AID-07	INR-10	EUR-01	SS-10
	CIAE-00	FB-08	DDP-00	H-01	VSC-01	NSAE-00	COMF-00
	L-03	TRSE-00	PM-00	INT-05	OPIC-07	CEA-01	OMP-01
	STR-14	ACDA-12	JUS-01	USIE-00	SP-02	NRC-02	SNP-01
	SPRS-01	/107 W					

-----320717 171533Z /51

R 171021Z JAN 83

FM AMEMBASSY LONDON

TO SECSTATE WASHDC 8650

INFO USDOE WASHDC

USDOE GERMANTOWN

OECD COLLECTIVE

UNCLAS SECTION 01 OF 03 LONDON 01049

FOR OES

DEPT. PASS TO NRC

F.O. 12356: N/A

TAGS: TRGY, ENRG, SCSA, UK

SUBJECT: PUBLIC INQUIRY OPENS ON INTRODUCTION OF THE
PRESSURIZED WATER REACTOR INTO BRITAIN

1. SUMMARY. THE PUBLIC INQUIRY INTO WHETHER PLANNING
PERMISSION SHOULD BE GRANTED FOR CONSTRUCTION OF AN
AMERICAN-STYLE PRESSURIZED WATER REACTOR OPENED IN
SUFFOLK ON JANUARY 11. THE INQUIRY IS EXPECTED TO LAST
FOR ABOUT NINE MONTHS BEFORE THE EXAMINER, SIR FRANK
LAYFIELD, PREPARES A REPORT WHICH RECOMMENDS GRANTING OR
REJECTING THE APPLICATION MADE BY THE CENTRAL
ELECTRICITY GENERATING BOARD. MASSIVE EFFORTS TO BLOCK
CONSTRUCTION OF THE PLANT ARE BEING MOUNTED BY
ENVIRONMENTAL AND ANTI-NUCLEAR ORGANIZATIONS. THE CASE
IS IMPORTANT TO U.S. INTERESTS BECAUSE OF THE BUSINESS
THAT MIGHT BE ENTAILED FOR AMERICAN REACTOR

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PAGE 02 LONDON 21049 01 OF 03 171048Z

MANUFACTURERS IN NEW FOREIGN MARKETS, AND BECAUSE THE
EXHAUSTIVE SAFETY AND ECONOMIC REVIEWS THAT WILL BE
CONDUCTED COULD EITHER HURT OR HELP THE U.S. INDIGENOUS

NUCLEAR POWER PROGRAM. WE HAVE SOME CONCERN ABOUT THE
ANTI-AMERICAN FLAVOR OF THE LINE TAKEN BY PARTS OF THE
OPPOSITION AND THE MEDIA. END SUMMARY.

2. THE GOVERNMENT-ORDAINED PUBLIC INQUIRY FOR
DETERMINING WHETHER PLANNING PERMISSION SHOULD BE
GRANTED TO STRUCTURE BRITAIN'S FIRST NUCLEAR POWER PLANT
USING A PRESSURIZED WATER REACTOR (PWR) OPENED ON
SCHEDULE JANUARY 11. THE VENUE IS THE SMALL TOWN OF
SNAPE MALTINGS, LOCATED ON THE EAST COAST OF ENGLAND IN
SUFFOLK, AND CLOSE TO THE EXISTING SIZEWELL NUCLEAR
POWER PLANT SITE. "SIZEWELL B", AS THE PROPOSED NEW

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PAGE 1

SMITH RICARDO D
83 LONDON 1049

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PLANT IS TO BE CALLED, IS BASICALLY THE WESTINGHOUSE SNUPPS DESIGN, SUBSTANTIALLY MODIFIED BY THE COMBINED EFFORTS OF ENGINEERS FROM THE CENTRAL ELECTRICITY GENERATING BOARD (CEGB) AND NATIONAL NUCLEAR CORPORATION (NNC), AND AIDED BY WESTINGHOUSE AND BECHTEL. PREVIOUS EMBASSY REPORTING HAS DESCRIBED THIS RELATIONSHIP AND THE EVOLUTION OF THE DESIGN.

3. THE HEARING IS BEING CONDUCTED BY SIR FRANK LAYFIELD, QUEEN'S COUNSEL, ONE OF BRITAIN'S MOST EMINENT LAWYERS IN THE PLANNING FIELD. HE IS WELL KNOWN FOR HIS METICULOUS WORK AS HEAD OF THE PLANNING INQUIRY CONDUCTED ON THE GREATER LONDON DEVELOPMENT PLAN DURING THE EARLY 1970'S. BECAUSE OF THE TECHNICAL AND ECONOMIC COMPLEXITIES OF THE ISSUES TO BE RAISED DURING THE SIZEWELL B. INQUIRY, SIR FRANK WILL BE ASSISTED BY THREE "ASSESSORS":

-- DR. J. VENNART, DIRECTOR OF THE MEDICAL RESEARCH

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PAGE 03

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COUNCIL'S RADIOBIOLOGY UNIT AT HARWELL. HE WILL ADVISE

ON THE BIOLOGICAL EFFECTS OF RADIATION.

-- PROF. CHRISTOPHER FOSTER, VISITING PROFESSOR AT LONDON SCHOOL OF ECONOMICS AND A DIRECTOR OF COOPERS AND LYBRAND ASSOCIATES. HE WILL BE CONSULTED ON ECONOMIC ASPECTS.

-- PROF. WILLIAM FALL, PROFESSOR OF NUCLEAR ENGINEERING AT MANCHESTER UNIVERSITY. HE WILL OBVIOUSLY ADVISE ON ENGINEERING MATTERS.

4. IN A HEARING SUCH AS THIS, THE PRESIDING OFFICIAL IS CALLED AN INSPECTOR. SIR FRANK HAS BEEN PREPARING HIMSELF FOR ALMOST A YEAR BY READING DOCUMENTATION SUBMITTED TO HIM BY THE APPLICANT, GOVERNMENT DEPARTMENTS, AND INTERVENORS. OF PARTICULAR IMPORTANCE IN THIS CT IS THE EXTENSIVE ANALYSIS PREPARED BY THE NUCLEAR INSTALLATIONS INSPECTORATE (NII) OF THE HEALTH AND SAFETY COMMISSION, AN INDEPENDENT GOVERNMENTAL BODY. NII'S JOB HAS BEEN TO CRITICALLY EXAMINE THE CEGB'S SAFETY CASE, LOOKING FOR FLAWS OR UNANSWERED QUESTIONS IN THE ARGUMENT. CEGB WILL RESPOND TO THE NII'S QUERIES DURING THE COURSE OF THE HEARING. EFFORTS BY ENVIRONMENTAL, CONSERVATION, AND ANTI-NUCLEAR GROUPS TO OBTAIN PUBLIC FUNDS TO PREPARE THEIR OWN INTERVENTION HAVE BEEN REJECTED BY THE GOVERNMENT, AND THEY HAVE RESORTED TO CAKE SALES, ENTERTAINMENTS, AND SIMILAR DEVICES TO RAISE MONEY FOR REIMBURSING THEIR OWN EXPERT WITNESSES. A NUMBER OF THESE WITNESSES WILL BE IMPORTED FROM THE U.S.

5. THE INQUIRY IS EXPECTED TO LAST FOR NINE MONTHS. SOME 4000 PEOPLE HAVE REGISTERED THEIR DESIRE TO

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PAGE

2

Firing Spotlights Plutonium Exports

Paris. A nuclear scientist who claims that plutonium produced in Britain's civilian nuclear reactors has in the past been used to produce warheads for American nuclear weapons has been sacked from his research post with the Central Electricity Generating Board (CEGB), Britain's largest electrical utility.

The CEGB claims that the physicist, Ross Hesketh, 54, was dismissed for refusing to obey "proper management instructions" to accept a new position resulting from the reorganization of his laboratory. Hesketh says the reassignment would have stripped him of much of his current responsibilities and the new position was more suited to a "first-year research student."

However, Hesketh claims that the real reason he lost his job was the embarrassment that he had recently caused Britain's nuclear industry—including the CEGB—by his consistent questioning of official statements that there has never been any formal connection between nuclear energy produced for civilian use and nuclear weapons.

Last year, for example, Hesketh coauthored a letter to the *Guardian* newspaper with Martin Ryle, professor of astronomy at Cambridge University, claiming that detailed analysis of U.S. needs and the production of plutonium in the United Kingdom suggested that civil weapons grade plutonium had been exported to the United States, and that it had been used in the manufacture of nuclear weapons.

The letter led to a close questioning of official policy in the House of Commons, during which the British government firmly rejected the accusations. However, the controversy has come at a particularly sensitive time, since an extensive public inquiry is currently being held into the CEGB's plans to build a U.S.-style light water reactor at Sizewell in Suffolk, the first of a new generation of such reactors being planned by the British government. Critics have focused on the proliferation dangers caused by the plutonium that the reactors will produce.

Hesketh's challenge is based largely on a close reading of a Mutual Defense Agreement, signed by the United States and the United Kingdom in 1958 with an amendment added in 1959. Under this deal, the two countries agreed to a barter deal in which plutonium from Britain's "magnox" reactors would be exported to the United States, and in return, the United States would supply Britain with enriched uranium (the most likely purpose of which seems to have been to fuel Britain's nuclear submarines).

The key clause in the treaty, claims Hesketh, is one that states that "except as may be otherwise agreed for civil uses . . . the materials or equipment transferred . . . shall be used by the recipient party exclusively for the preparation or implementation of defense plans."

The British government argues that, despite the language of the treaty, it has been assured by the United States that the plutonium subsequently transferred was, in fact, used for various civilian purposes ranging from fueling the fast flux test facility at Hanford to the production of californium for medical purposes.

Hesketh challenges this statement at two levels. First, he argues that, in the apparent absence of any formal notification to the contrary, the United States is *required* by the agreement to use the plutonium received from the United

Kingdom for military purposes. He points out, for example, that a report prepared by the Joint Committee on Atomic Energy soon after the agreement was signed argues that the exchange will provide the United States with "needed plutonium for its small weapons program."

Second, Hesketh challenges the accuracy of the U.S. statement about the way the plutonium has been used. He calculates that between 1964 and 1971—when the exchange of plutonium from civilian reactors was stopped, even though the agreement itself has remained in force—between three and four tonnes of plutonium were probably exported to the United States. Separate calculations conducted by members of a group known as Scientists Against Nuclear Arms suggests the figure could be even higher.

He suggests that this is considerably more than could have been put to the declared uses. In addition, Hesketh notes that, contrary to the assurance given to the British government, the U.S. Department of Energy has said in separate statements to congressional committees that all the plutonium used in the fast flux test reactor has come from the N reactor at Hanford.

Hesketh admits that his challenge to the government is based largely on circumstantial evidence. Nevertheless, his arguments have been widely used by critics of Britain's plans to expand its nuclear power program.

A pamphlet on the proposed Sizewell reactor published by the Campaign for Nuclear Disarmament (CND), for example, states straightforwardly that government spokesmen who argue that there is no connection between this program and nuclear weapons are "not telling the truth." Indeed, the pamphlet suggests that, even if the plutonium has not been used in weapons, the fact that it was bartered for enriched uranium—which the British government acknowledges to have used for military purposes—is itself in violation of this statement.

Official reaction to the CND charges has been strong. "No plutonium produced in CEGB reactors has been applied to weapons use either in the United Kingdom or elsewhere, and it is the policy of the government and of the CEGB that this situation should continue," John Baker, the chief witness for the utility, said during the opening week of the Sizewell inquiry.

Critics remain unconvinced. "If they have nothing to hide about the American deal, why do they not produce the evidence of the civilian uses of the plutonium directly, rather than hiding behind secondhand assurances from the U.S. Department of Energy, particularly since the whole spirit of the 1958 agreement was that Britain's plutonium was going to be put to military uses," said Robert Edwards, the author of the CND pamphlet and the organization's chief witness at the Sizewell inquiry.

Hesketh remains similarly unconvinced that his public criticism of the CEGB's statement is unrelated to his dismissal by the utility, which he joined in 1959. He headed a research group looking into the structural properties of material under irradiation. Hesketh had earlier been warned that he should stop talking to the press about his concerns. Last week, however, the CEGB rejected an appeal against his dismissal, and he is now planning to take his case to an industrial tribunal.—DAVID DICKSON