



France No. 02 (2010)

Treaty

between the United Kingdom of Great Britain and Northern Ireland and the
French Republic relating to Joint Radiographic/Hydrodynamics Facilities

London, 02 November 2010

[The Treaty is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
November 2010*

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**TREATY BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND AND THE FRENCH REPUBLIC RELATING
TO JOINT RADIOGRAPHIC/HYDRODYNAMICS FACILITIES**

The United Kingdom of Great Britain and Northern Ireland and the French Republic hereinafter referred to as “The Parties”,

Mindful of their common defence interests and of the importance of nuclear deterrence, a core element of their national and Allied defence strategies, and bearing in mind that they do not see situations arising in which the vital interests of either Party could be threatened without the vital interests of the other also being threatened,

Being determined to maintain only a minimum credible nuclear capability, consistent with the strategic and security context of their commitments under ARTICLE 5 of the North Atlantic Treaty, done at Washington on 4 April 1949¹, and considering that their nuclear forces contribute to Europe’s security as a whole,

Reaffirming their rights and obligations under the Treaty on the Non-Proliferation of Nuclear Weapons (NPT), done on 1 July 1968², and commitments under the Comprehensive Nuclear-Test-Ban Treaty, done on 10 September 1996³,

Reiterating their mutual interest in keeping their independent nuclear forces at the highest level of safety and reliability, at least cost, and determined to co-operate to this end in the industrial, technological and scientific fields,

Seeking to improve further the effectiveness of their armed forces, in accordance with the Treaty between the United Kingdom of Great Britain and Northern Ireland and the French Republic for Defence and Security Co-operation, signed at London on 2 November 2010⁴,

Have agreed on the following:

ARTICLE 1

General co-operation

1.1 The Parties shall co-operate, including through the exchange of relevant classified information, in the following areas:

- a) safety and security of nuclear weapons;
- b) stockpile certification;

¹ Treaty Series No. 56 (1949) Cmd 7789

² Treaty Series No. 88 (1970) Cmnd 4474

³ Miscellaneous No. 07 (1997) Cm 3665

⁴ Country Series No. 01 (2010) Cm 7976

- c) counter nuclear or radiological terrorism.

1.2 As part of the co-operation in these areas, the Parties have decided to build and operate jointly dedicated radiographic and hydrodynamics facilities, referred to hereinafter as TEUTATES or “The Programme”. In particular the Parties have agreed:

- a) to build and operate jointly a radiographic/hydrodynamic facility in France. This joint facility is referred to hereinafter as the “TEUTATES EPURE” or “EPURE” facility;
- b) to co-operate in a joint radiography and diagnostics technology programme in a joint facility in the United Kingdom referred to hereinafter as the “TEUTATES” Technology Development Centre or “TDC” facility. The output of this joint facility shall comprise development work to underpin the technologies used in the EPURE facility throughout its operational life.

1.3 Other reciprocal programmes shall be considered in due course and shall become the subject of separate agreements as appropriate.

ARTICLE 2

The facilities

2.1 The EPURE facility shall be built in France, on the Valduc site of the Commissariat à l’Energie Atomique et aux Energies Alternatives – Direction des Applications Militaires (CEA-DAM). The TDC facility shall be built in the United Kingdom at the Atomic Weapons Establishment, Aldermaston (AWE).

2.2 On the basis of initial designs for both facilities, a joint project team from the Parties shall be responsible for the design, build and commissioning of the facilities according to a jointly agreed set of requirements. With the exception of work being undertaken solely in support of national programmes, both facilities shall be operated by joint teams, under the supervision of a steering committee co-chaired by the “Principals” of the Programme.

Operations at EPURE shall be conducted in accordance with French regulations and those at the TDC facility in accordance with United Kingdom regulations.

2.3 Either Party shall be able to conduct independent hydrodynamics trials needed for its national programmes at EPURE in a safe and secure environment.

2.4 The TDC facility shall enable both Parties to undertake development work to underpin the radiographic equipment technologies being used at the EPURE facility throughout its operational life.

2.5 Joint use of the facilities shall not imply that all the work conducted by the Parties shall be shared. Both facilities shall include the necessary features to guarantee the security of each Party's national information and operations.

2.6 Detailed technical, financial, security and administrative arrangements relating to the design, construction, operation, maintenance, decommissioning and dismantlement of the joint facilities shall be set out in separate, and appropriately classified, "facilities arrangements" consistent with this Treaty. The facilities arrangements shall be finalised and agreed by the Principals no later than 31 March 2011.

ARTICLE 3

Focal points

3.1 The Commissariat à l'Energie Atomique et aux Energies Alternatives (CEA), represented by the Directeur des Applications Militaires, shall serve as the Programme focal point for the French Republic. It shall co-ordinate with other French agencies on matters affecting their participation in this Programme.

3.2 The Ministry of Defence, represented by the Chief Scientific Adviser, shall serve as the Programme focal point for the United Kingdom of Great Britain and Northern Ireland. It shall co-ordinate with other United Kingdom agencies on matters affecting their participation in this Programme.

3.3 The Directeur des Applications Militaires (DAM) and the Chief Scientific Adviser of the United Kingdom Ministry of Defence shall constitute the Principals of the Programme. The Principals shall meet periodically, and at least once a year, to review the implementation and the effectiveness of the Programme and approve future directions and other matters related to the Programme.

3.4 Taking into account the sensitivity of the Programme, the Principals shall also report progress to the Senior Level Group which shall provide strategic direction and exercise oversight of the Programme in accordance with the Treaty between the United Kingdom of Great Britain and Northern Ireland and the French Republic for Defence and Security Co-operation, signed at London on 2 November 2010.

ARTICLE 4

Schedule for construction of joint facilities

4.1 The EPURE facility shall be built in two phases:

Phase 1 shall consist of:

- a) A first firing point comprising a single, high-performance radiographic machine where hydrodynamic experiments can be performed.
- b) An assembly hall for French operations, and all the associated ancillary facilities. It shall be commissioned in 2014, to match French programme requirements.
- c) Preparatory work in readiness for Phase 2, hereinafter referred to as “Phase 1 Enhancement”.

4.2 All trials undertaken in Phase 1 facilities shall be contained in appropriately certified vessels.

4.3 Phase 2 shall consist of:

- a) The necessary assembly and ancillary facilities, designed, constructed and commissioned in 2016 to meet United Kingdom programme requirements.
- b) A second high-performance radiographic machine on the first firing point by 2019.
- c) A second firing point with appropriate diagnostics to meet the required trials throughput together with a waste processing facility by 2022.
- d) A third high-performance radiographic machine on the first firing point by 2022.

4.4 The TDC facility shall consist of:

- a) A high-performance radiographic machine assembly/development hall with ancillary X-ray imaging cell.
- b) Laboratories to facilitate the study of laser, electrical and optical diagnostic equipment.

4.5 Experiments undertaken in the TDC shall not involve fissile material.

4.6 The TDC facility shall be designed, constructed and commissioned by 2014.

ARTICLE 5

Design and operational characteristics of the facilities

5.1 The EPURE facilities shall comprise separate areas for solely national and joint use.

5.2 The TDC shall comprise shared areas within a shared facility. Exceptionally, the facility shall be configured to support solely national work in a safe and secure environment.

5.3 The Commissariat à l'Energie Atomique et aux Energies Alternatives – Direction des Applications Militaires – shall be the owner and the nuclear operator of the EPURE facility.

5.4 The United Kingdom's Secretary of State for Defence shall be the owner of the TDC facility which shall be operated by AWE plc or any future appointee on his/her behalf.

5.5 Subject to paragraph 5.7 below, the United Kingdom shall have guaranteed and unhindered access to EPURE for 50 years or until such other time as mutually agreed by the Parties in accordance with Article 17. The French Republic shall have guaranteed and unhindered access to TDC for 50 years or until such other time as mutually agreed by the Parties in accordance with Article 17.

5.6 The United Kingdom shall conduct all the trials needed to support its national programmes at EPURE, without scrutiny from the French Republic, provided these trials are assured by the United Kingdom nuclear safety regulator to be in compliance with the approved safety rules for the facility and do not exceed the facility's capacity. Similarly, the French Republic shall conduct all its trials at EPURE without scrutiny from the United Kingdom and shall ensure they are conducted in accordance with the approved safety rules for the facility and do not exceed the facility's capacity.

5.7 The United Kingdom area within EPURE shall be manned by United Kingdom personnel only. Access to this area shall be subject to prior approval by the United Kingdom security authority.

5.8 The French area within EPURE shall be manned by French personnel only. Access to these areas shall be subject to prior approval by the security authority of the French Republic.

5.9 Occasional access by either Party to undertake work in the TDC solely in support of its national programme shall be given by prior agreement of the Principals. Such work shall be undertaken in a safe and secure environment and in accordance with approved safety regulations.

5.10 Details of the operational management of EPURE and TDC shall be set out in the facilities arrangements.

ARTICLE 6

Funding, costs and benefits

6.1 Subject to the provisions at paragraphs 6.2 and 6.3 below, the Parties shall share equitably all costs and financial benefits incurred as a result of their participation in the Programme, including all appropriate overhead and administrative costs. Similarly, responsibility for any cost escalations, risks, or modifications to the agreed technical specifications of the facilities covered by this Treaty shall be shared equitably and in accordance with decisions taken by the Principals.

6.2 Costs related to the design, construction, operation, maintenance, decommissioning and dismantlement of the TEUTATES facilities shall be shared as follows:

- a) The French Republic shall meet the costs of EPURE Phase 1.
- b) The United Kingdom shall meet the costs of TDC.

After 1 January 2015, with the exception of work being undertaken solely in support of national programmes, the Parties shall share equally all costs and benefits incurred as a result of their participation in the joint programme, including all appropriate overhead and administrative costs.

6.3 Further details on the cost-sharing between the Parties, shall be set out in the facilities arrangements.

ARTICLE 7

Employment conditions

Reciprocal arrangements shall be agreed between the Parties to cover the terms and conditions of employment applicable to their personnel seconded to work at EPURE or TDC as appropriate. The underlying principle of these arrangements shall be that personnel shall remain subject to their own national employment laws.

ARTICLE 8

Safety

8.1 The safety regulator for the EPURE facility shall be the French safety regulator in charge of every defence nuclear application, the “Délégué à la sûreté nucléaire et à la radioprotection pour les activités intéressant la Défense (DSND)”, and French regulations shall apply to the EPURE facility. United Kingdom regulations shall be applicable to the TDC facility.

8.2 The French safety regulator shall appoint as “exploitant nucléaire” the Commissariat à l’Énergie Atomique et aux Énergies Alternatives, represented by the Director of the CEA-Valduc site, who shall be legally responsible for the EPURE facility and its operation to the nuclear safety regulator.

8.3 A safety arrangement shall be entered into by the United Kingdom Ministry of Defence and the CEA-DAM to enable the CEA-DAM to be assured that French safety rules are satisfied for operations conducted by the United Kingdom at EPURE. Joint safety inspections shall be conducted by French and United Kingdom safety regulators. The French Republic shall provide the United Kingdom with full information regarding its regulations. Reciprocal arrangements shall be agreed for French operations conducted at TDC which shall be undertaken in compliance with United Kingdom safety regulations.

8.4 Further details relating to the safety management of the facilities shall be set out in the facilities arrangements.

8.5 Applicable national regulations shall not be changed within the lifetime of this Treaty without prior consultation of the other Party.

ARTICLE 9

Other defence and security nuclear agreements

The provisions of this Treaty shall not affect the rights and obligations of each Party under other nuclear agreements to which they are a Party.

ARTICLE 10

Waste

10.1 Waste from trials and experiments shall remain the property and responsibility of the originating nation. Unless otherwise agreed, waste resulting from United Kingdom trials at EPURE shall remain the property of, and be returned to, the United Kingdom after processing and packaging. Similarly, waste

arising from French operations at the TDC shall remain the property of, and be returned to the French Republic, unless otherwise agreed.

10.2 Further details on waste management shall be contained in the facilities arrangements.

ARTICLE 11

Transportation

11.1 In respect of air movements, trial components or consignments transported by a United Kingdom approved aircraft between United Kingdom and French airbases shall be transported in accordance with United Kingdom military aviation and United Kingdom defence nuclear regulations as applicable.

11.2 The safety of air transportation of United Kingdom trials components shall be the responsibility of the United Kingdom for overflight of the territory of the United Kingdom, including its territorial waters, and of international waters, and shall be the responsibility of the French Republic for overflight of the territory of the French Republic, including its territorial waters.

11.3 Civil liability for damage caused in connection with the air transport of trials components shall lie with the United Kingdom until the consignment is transferred to the representatives of the French Republic at the French military airbase. On the return to the United Kingdom, the United Kingdom shall assume liability once the consignment is transferred to the custody of the United Kingdom representative. However, the civil liability of the United Kingdom shall be limited in so far as civil liability is attributable to negligence or breach of legal duty, regulations or procedures by the air traffic control services of the French Republic.

11.4 Components and material for use at TDC shall be transported by a French approved aircraft from a French military airbase to a military airbase in the United Kingdom, in accordance with French military aviation regulations.

11.5 The safety of air transportation of French material consignments to the United Kingdom shall be the responsibility of the French Republic for overflight of the territory of the French Republic, including its territorial waters, and of international waters, and shall be the responsibility of the United Kingdom for overflight of the territory of the United Kingdom, including its territorial waters.

11.6 Civil liability for damage caused in connection with the air transport of material consignments shall lie with the French Republic until the consignment is transferred to the representatives of the United Kingdom at the United Kingdom military airbase. On the return to France, the French Republic shall assume liability once the consignment is transferred to the custody of the French representative. However, the civil liability of the French Republic shall be limited in so far as civil

liability is attributable to negligence or breach of legal duty, regulations or procedures by the air traffic control services of the United Kingdom.

11.7 Further details on the transportation of trial components and material consignments shall be described in the “facilities arrangements”.

ARTICLE 12

Proprietary information

12.1 The Parties shall enter into arrangements to facilitate the exchange of information, including classified information, for the purposes of co-operation under this Treaty, subject to the provisions of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic concerning the Mutual Protection of Classified Information, signed at London on 27 March 2008⁵ or any subsequent agreement. Under such arrangements, information provided by one Party to the other Party shall only be used for the purposes for which it was provided.

12.2 As regards information in which intellectual property rights exist, nothing in this Treaty shall authorise or govern the release, use, exchange or disclosure of information, whether classified or not, in which intellectual property rights exist, until the specific written authorisation of the owner of those rights has been obtained, whether the owner is a Party to this Treaty or a third party.

ARTICLE 13

Liability

13.1 In the event of damage to property or injury or death caused by a wilful act or omission or through gross negligence of one Party, its employees or agents, that Party shall be fully responsible for meeting or dealing with any resulting claims.

13.2 In circumstances not covered by 13.1, liability for personal injury or damage to property arising from United Kingdom operations conducted by United Kingdom personnel in either the United Kingdom or joint areas of EPURE, or at the TDC, shall lie with the United Kingdom only. However, this liability shall be limited if the incident or damage is attributable to the negligence or breach of legal duty, regulations or procedures by the staff from the French Republic providing support and utilities for United Kingdom operations.

13.3 Liability for personal injury or damage to property arising from joint operations by the French Republic and the United Kingdom in the joint area of

⁵ Country Series No. 01 (2008) Cm 7425

EPURE or at the TDC shall lie jointly with the French Republic and the United Kingdom.

13.4 In circumstances not covered by 13.1, liability for personal injury or damage to property arising from French operations conducted by French personnel in either the French or joint area of EPURE or in the TDC shall lie exclusively with the French Republic only. However, this liability shall be limited if the incident or damage is attributable to the negligence or breach of legal duty, regulations or procedures by the staff from the United Kingdom providing support and utilities for French operations.

13.5 Civil liability for nuclear damage resulting from operations conducted at EPURE, irrespective of its location within the facility, shall lie with the Commissariat à l'Énergie Atomique et aux Énergies Alternatives, as the “exploitant nucléaire”, in accordance with French law and the Paris Convention on Third Party Liability in the Field of Nuclear Energy. However, the Commissariat à l'Énergie Atomique et aux Énergies Alternatives shall have a right of recourse against the United Kingdom if the incident or damage is attributable to the negligence or breach of duty, regulations or procedures by United Kingdom personnel.

ARTICLE 14

Design, construction, maintenance, decommissioning and dismantlement of the facilities

Consistent with European and national laws, United Kingdom, French and European companies shall be given equal opportunity to compete for all contracts associated with TDC and Phase 2 of the EPURE facility.

ARTICLE 15

Language

15.1 The English and French languages shall be used as the joint languages of the joint facilities and shall be of equal weight.

15.2 All agreed documentation pertaining to the design, construction, operation, management and decommissioning of both facilities is to be written in both English and French, and shall be of equal weight.

ARTICLE 16

Settlement of disputes

Any dispute regarding the interpretation or application of the provisions of this Treaty shall, to the extent possible, be resolved by consultations between the Parties. If a dispute cannot be resolved by consultations, the Parties may decide to refer it for settlement under a dispute settlement mechanism. The Parties shall decide upon the appropriate mechanism.

ARTICLE 17

Duration

This Treaty shall remain in force for the entire life cycle of the facilities including in-service upgrades. The entire life cycle (including design, construction, operations, decommissioning and dismantlement) of each facility shall be 50 years or until such other time as mutually agreed by the Parties.

ARTICLE 18

Withdrawal or termination

18.1 Following receipt of final national investment approvals to proceed with Phase 2 of EPURE, 10 years notice of withdrawal from this Treaty may be given by either Party, except in the event of conflicting future treaty obligations which may arise for one of the Parties. In such an event that Party may withdraw after giving one year's notice of withdrawal.

18.2 Subject to the above, if the United Kingdom withdraws from this Treaty during the operational life of EPURE, the French Republic shall have full operational use and the United Kingdom shall have to pay for its dismantling "pro rata temporis" at the end of its operational life. In the event of the French Republic's withdrawal from TDC during its operational life, the United Kingdom shall have full operational use and the French Republic shall have to pay for its dismantling "pro rata temporis".

18.3 If the French Republic withdraws from EPURE within the first 25 years of this Treaty first coming into force, the United Kingdom may recover the full United Kingdom capital invested in the facility. Reciprocal arrangements shall apply in the event of the United Kingdom's withdrawal from TDC.

ARTICLE 19

Amendments

This Treaty may be amended, in writing, by mutual consent between the Parties at any time.

ARTICLE 20

Entry into force

This Treaty shall enter into force on the first day of the second month following the deposit of the later of the two instruments of ratification.

IN WITNESS WHEREOF, the undersigned, duly authorised by their respective Governments, have signed this Treaty.

DONE at London on the second day of November, 2010, in duplicate in the English and French languages, each text being equally authentic.

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

For the French Republic:

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