

ATOMIC ENERGY

Uranium

Agreement Between the UNITED STATES OF AMERICA and AUSTRALIA

Signed at Washington October 28, 1999

with

Annexes and Agreed Minute

and

Related Exchange of Letters



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

AUSTRALIA

Atomic Energy: Uranium

*Agreement signed at Washington October 28, 1999;
Entered into force May 24, 2000.
With annexes and agreed minute and
related exchange of letters.*

AGREEMENT FOR COOPERATION BETWEEN
THE UNITED STATES OF AMERICA
AND AUSTRALIA
CONCERNING TECHNOLOGY FOR THE SEPARATION OF ISOTOPES OF
URANIUM BY LASER EXCITATION

The Government of the United States of America and the Government of Australia;

Mindful of their respective obligations under the Treaty on the Non-Proliferation of Nuclear Weapons ("NPT") to which both the United States of America and Australia are parties;

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT, and their desire to promote universal adherence to the NPT;

Affirming their support for the objectives of the International Atomic Energy Agency ("IAEA");

Desiring to extend their peaceful nuclear cooperation to research on and development and use of SILEX technology; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

ARTICLE 1 - DEFINITIONS

For the purposes of this Agreement:

(A) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(B) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(C) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(D) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(E) "Material" means source material, special nuclear material, byproduct material, radioisotopes other than byproduct material, or any other such substance so designated by agreement of the Parties;

(F) "Parties" means the Government of the United States of America and the Government of Australia;

(G) "Peaceful purposes" include the use of information, material, sensitive nuclear facilities, major critical components, Restricted Data or sensitive nuclear technology in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(H) "Person" means any individual or any entity subject to the jurisdiction of either Party but does not include the Parties to this Agreement;

(I) "Restricted Data" means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data of a Party which it has declassified or removed from the category of Restricted Data;

(J) "Sensitive nuclear facilities and major critical components subject to this Agreement" means sensitive nuclear facilities and major critical components transferred pursuant to this Agreement, and sensitive nuclear facilities and major critical components produced or constructed by or through the use of sensitive nuclear technology or Restricted Data transferred pursuant to this Agreement;

(K) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production or fabrication of nuclear fuel containing plutonium;

(L) "Sensitive nuclear technology" means any information (including information incorporated in a sensitive nuclear facility or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or such other information which may be so designated by agreement of the Parties, but shall not include Restricted Data;

(M) "SILEX technology" means the particular process for the separation of isotopes of uranium by laser excitation invented by Silex Systems Limited (ACN 003 372 067) and developed by Silex Systems Limited in conjunction with the United States Enrichment Corporation (USEC);

(N) "Source material" means (1) uranium, thorium, or any other material so designated by agreement of the Parties, or (2) ores containing one or more of the foregoing materials, in such concentration as the Parties may agree from time to time;

(O) "Special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235, or (2) any other material so designated by agreement of the Parties.

ARTICLE 2 - SCOPE OF COOPERATION

1. The Parties shall cooperate in research on and development and utilization of SILEX technology for peaceful purposes in accordance with the provisions of this Agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers under this Agreement of Restricted Data, sensitive nuclear technology, sensitive nuclear facilities and major critical components related to SILEX technology may be undertaken directly between the Parties or through authorized persons. Such transfers shall be subject to this Agreement and to such additional terms and conditions as may be agreed by the Parties. No such transfers shall take place except as may be authorized in Articles 3 and 4 of this Agreement.

3. Cooperation under this Agreement within the territory of Australia shall be limited to research on and development of SILEX technology, and shall not be for the purpose of constructing a uranium enrichment facility in Australia unless provided for by an amendment to this Agreement.

4. Each Party retains its right to develop, or to continue to develop, outside the scope of this Agreement, enrichment technologies similar to SILEX technology, provided that the Party does not use information or data provided by the other Party pursuant to this Agreement.

ARTICLE 3 - TRANSFERS OF INFORMATION

1. Sensitive nuclear technology and Restricted Data related to SILEX technology may be transferred for peaceful purposes. Transfers of such information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits and assignments of staff to facilities. Fields to be covered include, but shall not be limited to, the following:

(A) research on and development, design, construction, operation, maintenance and use of sensitive nuclear facilities for SILEX technology;

(B) safeguards and physical protection of materials and sensitive nuclear facilities and major critical components related to the foregoing;

(C) health, safety and environmental considerations related to the foregoing.

2. This Agreement does not require the transfer of any information which the Parties are not permitted to transfer under their respective treaties, national laws, and regulations.

ARTICLE 4 - TRANSFER OF SENSITIVE NUCLEAR FACILITIES AND MAJOR CRITICAL COMPONENTS

Sensitive nuclear facilities and major critical components for SILEX technology may be transferred for applications consistent with this Agreement.

ARTICLE 5 - STORAGE AND TRANSFERS

1. High enriched uranium produced through the use of sensitive nuclear facilities and major critical components subject to this Agreement, and plutonium, uranium 233 and high enriched uranium recovered from source or special nuclear material used in or produced through the use of sensitive nuclear facilities and major critical components subject to this Agreement, shall only be stored in a facility which the Parties mutually accept.

2. Sensitive nuclear facilities and major critical components subject to this Agreement and any special nuclear material produced through their use, and Restricted Data and sensitive nuclear technology transferred pursuant to this Agreement, shall not be transferred to unauthorized persons or, unless the Parties agree, beyond the recipient Party's territorial jurisdiction.

ARTICLE 6 - REPROCESSING, ALTERATION AND ENRICHMENT

1. Material used in or produced through the use of sensitive nuclear facilities and major critical components subject to this Agreement shall not be reprocessed unless the Parties agree.

2. The following materials may not be altered in form or content except by irradiation or further irradiation unless the Parties agree:

(A) high enriched uranium produced through the use of sensitive nuclear facilities or major critical components subject to this Agreement;

(B) plutonium and uranium 233 recovered from material used in or produced through the use of sensitive nuclear facilities or major critical components subject to this Agreement;

(C) material used in or produced through the use of sensitive nuclear facilities or major critical components subject to this Agreement, when such material has been irradiated.

3. Uranium used in or produced through the use of any sensitive nuclear facilities or major critical components subject to this Agreement shall not be enriched to 20 percent or greater in the isotope uranium-235 unless the Parties agree.

ARTICLE 7 - PHYSICAL PROTECTION

1. Each Party shall maintain adequate physical protection with respect to special nuclear material used in or produced through the use of sensitive nuclear facilities or major critical components subject to this Agreement.

2. To fulfill the requirement in paragraph 1 of this article, each Party shall apply measures in accordance with levels of physical protection at least equivalent to the recommendations published in IAEA document INFCIRC/225/Rev.3 of September 1993 entitled "The Physical Protection of Nuclear Material" as updated from time to time, or any subsequent document replacing INFCIRC/225/Rev.3. Any alteration to or replacement of document INFCIRC/225/Rev.3 shall have effect under this Agreement only when each Party has informed the other in writing that it accepts such alteration or replacement.

3. The adequacy of physical protection measures maintained pursuant to this article shall be subject to review and consultations by the Parties from time to time and whenever either Party is of the view that revised measures may be required to maintain adequate physical protection.

4. The Parties shall keep each other informed through diplomatic channels of those agencies or authorities having responsibility for ensuring that levels of physical protection for nuclear material in their territory or under their jurisdiction or control are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. The Parties shall inform each other through diplomatic channels, as well, of the designated points of contact within their national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid undue interference in the Parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

ARTICLE 8 - NO EXPLOSIVE OR MILITARY APPLICATION

Sensitive nuclear facilities and major critical components subject to this Agreement and any material used in them or produced through their use, and Restricted Data and sensitive nuclear technology transferred pursuant to this Agreement, shall not be used for any nuclear explosive

device, for research on or development of any nuclear explosive device, or for any military purpose.

ARTICLE 9 - SAFEGUARDS

1. Cooperation under this Agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Australia, under its jurisdiction or carried out under its control anywhere. Implementation of a Safeguards Agreement pursuant to Article III (4) of the NPT shall be considered to fulfill this requirement.

2. Any source or special nuclear material used in or produced through the use of sensitive nuclear facilities or major critical components subject to this Agreement shall be subject to safeguards in accordance with the agreement between Australia and the IAEA for the application of safeguards in connection with the NPT, signed and entered into force on July 10, 1974.

3. Any source or special nuclear material used in or produced through the use of any sensitive nuclear facilities or major critical components subject to this Agreement shall be subject to the agreement between the United States of America and the IAEA for the application of safeguards in the United States of America, signed on November 18, 1977 and entered into force on December 9, 1980.

4. If either Party becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2 or paragraph 3, to ensure effective continuity of safeguards the Parties shall consult and immediately enter into arrangements with the IAEA or between themselves which conform with IAEA safeguards principles and procedures, which provide assurance equivalent to that intended to be secured by the system they replace, and which conform with the coverage required by paragraph 2 or 3.

5. Each Party shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this article.

6. The Parties shall account for and control material used in or produced through the use of sensitive nuclear facilities and major critical components subject to this Agreement under the systems established and maintained pursuant to Article 9.4 of the Agreement between the United States of America and Australia concerning Peaceful Uses of Nuclear Energy, signed July 5, 1979 and entered into force January 16, 1981.

7. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the Parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

ARTICLE 10 - CESSATION OF COOPERATION

1. If either Party at any time following entry into force of this Agreement:

(A) does not comply with the provisions of Article 5, 6, 7, 8, or 9; or

(B) terminates, abrogates or materially breaches a safeguards agreement with the IAEA;

the other Party shall have the rights to cease further cooperation under this Agreement and to require the return of any sensitive nuclear facilities and major critical components subject to this Agreement, any special nuclear material produced through their use, and any Restricted Data or sensitive nuclear technology transferred pursuant to this Agreement.

2. If Australia at any time following entry into force of this Agreement detonates a nuclear explosive device, the United States of America shall have the same rights as specified in paragraph 1.

3. If either Party exercises its rights under this article to require the return of any special nuclear material, sensitive nuclear facility, major critical component or sensitive nuclear technology or Restricted Data, it shall, after removal from the territory of the other Party, reimburse the other Party for the fair market value thereof.

ARTICLE 11 - CONFIDENTIALITY

1. Restricted Data and sensitive nuclear technology transferred pursuant to this Agreement shall be protected in accordance with applicable national legislation and regulations of the Parties and applicable security arrangements between the Parties.

2. Restricted Data and sensitive nuclear technology transferred pursuant to this Agreement shall be accorded at least the same level of protection by the recipient Party as that accorded to such information by the transferring Party or its authorized person. The Parties shall consult regarding the appropriate protection of such information.

3. Restricted Data and sensitive nuclear technology transferred pursuant to this Agreement shall be made available through channels designated by the Parties for the transfer of such information.

4. The transferring Party may:

(A) stipulate the degree to which any Restricted Data and sensitive nuclear technology that it transfers pursuant to this Agreement, and any sensitive nuclear facilities and major critical components subject to this Agreement, may be disseminated or distributed by the other Party;

(B) specify the categories of persons under the jurisdiction of the recipient Party who may have access to such Restricted Data and sensitive nuclear technology, and to such sensitive nuclear facilities and major critical components; and

(C) impose such other restrictions on the dissemination or distribution of such Restricted Data and sensitive nuclear technology and of such sensitive nuclear facilities or major critical components as it deems necessary.

The receiving Party shall comply with any requirements of the transferring Party pursuant to sub-paragraphs A, B, or C of this paragraph.

5. Restricted Data, sensitive nuclear technology, major critical components and sensitive nuclear facilities transferred pursuant to this Agreement shall be subject to the provisions of Annex A, which is an integral part of this Agreement.

ARTICLE 12 - ENVIRONMENTAL PROTECTION

The Parties shall consult, with regard to activities under this Agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this Agreement, and in related matters of health and safety.

ARTICLE 13 - CONSULTATIONS

1. The Parties undertake to consult at the request of either Party regarding the implementation of this Agreement. Among the issues to be considered in such consultations are: designing effective IAEA safeguards for sensitive nuclear facilities and major critical components subject to this Agreement; reviewing the adequacy of national and multilateral controls on Restricted Data, sensitive nuclear technology, and sensitive nuclear facilities and major critical components as defined in this Agreement; and ensuring that the procedures and regulations in place for each Party continue to provide an acceptable level of protection for any Restricted Data or sensitive nuclear technology transferred pursuant to this Agreement.

2. The appropriate governmental authorities of both Parties may establish administrative arrangements to ensure the effective implementation of this Agreement. Such arrangements may be changed by the mutual decision of these authorities.

ARTICLE 14 - SETTLEMENT OF DISPUTES

Any dispute between the Parties concerning the interpretation or implementation of the provisions of this Agreement shall be addressed by consultation or negotiation with a view to resolving such dispute.

ARTICLE 15 - AMENDMENTS

This Agreement may be amended by agreement between the Parties in writing. Any amendment shall enter into force on the date on which the Parties exchange diplomatic notes

informing each other that they have completed their domestic requirements for its entry into force.

ARTICLE 16 - ENTRY INTO FORCE AND DURATION

1. This Agreement shall enter into force on the date on which the Parties exchange diplomatic notes informing each other that they have completed all applicable requirements for its entry into force.

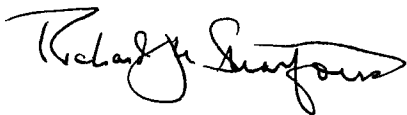
2. This Agreement shall remain in force for a period of 30 years. This term may be extended for such additional periods as may be agreed between the Parties in accordance with their applicable requirements. The Agreement may be terminated at any time by either Party on one year's written notice to the other Party.

3. Notwithstanding the termination or expiration of this Agreement or any cessation of cooperation hereunder for any reason, Articles 5, 6, 7, 8, 9, 10 and 11 shall continue in effect so long as any material, sensitive nuclear facility, major critical component, Restricted Data or sensitive nuclear technology subject to these articles remains in the territory of the Party concerned or under its jurisdiction or control anywhere, or until such time as the Parties agree that such material, sensitive nuclear facility, or major critical component is no longer usable for any nuclear activity relevant from the point of view of safeguards.

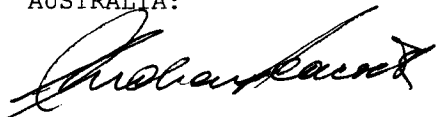
IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Agreement.

DONE at Washington, this 28th day of October, 1999,
in two originals in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF
AUSTRALIA:



ANNEX A

GENERAL PROVISIONS

A. The subject of this annex is Restricted Data, sensitive nuclear technology, major critical components, and sensitive nuclear facilities, as defined in the Agreement. Such information and equipment shall be transferred and protected according to the laws and regulations of the governments of the respective Parties and under the terms set forth in the Agreement and in this annex thereto.

B. Each Party shall promptly notify the other of any changes to its government's laws and regulations that would affect the protection of Restricted Data, sensitive nuclear technology, major critical components, and sensitive nuclear facilities subject to the Agreement. In such case, the Parties shall consult to consider possible changes to this annex.

C. Separate administrative arrangements under this annex may be concluded by the Parties regarding protection of information and property, as appropriate.

ACCESS TO RESTRICTED DATA, SENSITIVE NUCLEAR TECHNOLOGY, SENSITIVE NUCLEAR FACILITIES, AND MAJOR CRITICAL COMPONENTS

A. Access to Restricted Data shall be granted only to those individuals who have been granted a personnel security clearance in accordance with national security interests, and based upon information indicating loyalty, integrity, trustworthiness, and character.

B. An appropriate investigation, in sufficient detail to provide assurance that each of the above criteria has been met, shall be conducted by the Party receiving the Restricted Data with respect to any individual to whom it is intended to grant access to such Restricted Data subject to the Agreement.

C. Before Restricted Data is transferred from one Party to the other Party, the receiving Party shall provide to the releasing Party an assurance that the recipient possesses a security clearance for Restricted Data and requires access for lawful and authorized purposes, and that the information will be protected by the receiving Party as required by the releasing Party.

D. Each individual's security clearance shall be reviewed periodically to ensure that it conforms to current standards, and indicates that an individual's continued access to Restricted Data subject to the Agreement is consistent with national security interests.

E. Access to sensitive nuclear technology, sensitive nuclear facilities, and major critical components shall be granted to individuals who require access for lawful and authorized purposes and who have been informed of and acknowledge their responsibilities for protecting the information and equipment.

PHYSICAL PROTECTION

A. Restricted Data, sensitive nuclear technology, sensitive nuclear facilities, and major critical components shall be protected against espionage, sabotage, unauthorized access or any other hostile activity.

B. Programs for physical protection of Restricted Data, sensitive nuclear technology, major critical components, and sensitive nuclear facilities shall be established so as to assure proper protection of same, through the establishment of security areas, with controlled access, when deemed necessary by reason of the sensitivity, character, volume, and use of the information and materials and the character and location of the facility involved. Perimeter barriers (natural or structural) shall be established when considered necessary to control access by unauthorized personnel.

C. A system of controlled access shall be established consisting of procedures for accurate methods of personnel identification, and accountability for identification media, and a means of enforcing limitations on movement and access to security areas.

CONTROL OF INFORMATION AND EQUIPMENT

The Parties shall assure that:

A. Procedures are established to account for, and control the dissemination of and access to, Restricted Data, sensitive nuclear technology, major critical components, and sensitive nuclear facilities.

B. Classified information and sensitive nuclear technology stored or processed in computer systems are protected against unauthorized access, destruction, and illegal modification. The nature and extent of the protection shall be commensurate with the assessed threat to and the vulnerability of the systems involved. Threats, vulnerabilities and resultant risks must be assessed by a competent security authority. Security controls shall be implemented to ensure that personnel who are not authorized access to the information cannot gain access to such information. The nature and quality of such controls must be endorsed by a competent security authority.

C. Restricted Data shall be transmitted through approved channels, in double, sealed envelopes or other double wrapping according to the procedures jointly determined by the Parties. Restricted Data transmitted by electronic means shall be encrypted.

D. Classified equipment shall be transported in sealed covered vehicles, or be securely packaged or shielded, and kept under continuous control, and when stored temporarily, it will be placed in a secure, locked storage area protected by intrusion-detection equipment or appropriately cleared guards. Receipts shall be obtained when classified equipment changes hands en route, and a receipt shall be signed by the final recipient and returned to the sender. Classified equipment will be housed in a secure area.

E. Sensitive nuclear technology and equipment may be stored or transmitted by any method that reasonably ensures that confidentiality will be protected.

F. Restricted Data classification markings shall be placed upon all Restricted Data information.

G. When no longer needed, documents, associated media, and other material related to Restricted Data, sensitive nuclear technology, major critical components, and sensitive nuclear facilities, shall be destroyed by burning, shredding, pulping, or any other method which assures complete destruction of the information contained therein.

H. The transferring Party shall be informed immediately of all losses or compromises, as well as possible losses or compromises, of its Restricted Data, sensitive nuclear technology, major critical components, and sensitive nuclear facilities, and the receiving Party shall initiate an investigation to determine the circumstances. The results of the investigation, and information regarding measures taken to prevent recurrence, shall be forwarded to the transferring Party by the Party that conducts the investigation.

RECIPROCAL ASSURANCE VISITS

Representatives of the Parties, after prior consultation, shall be permitted to visit the other Party, to discuss and view firsthand the implementing procedures of the other Party under this annex in the interest of achieving and maintaining reasonable comparability of the security systems.

ANNEX B

Canada
Egypt
European Atomic Energy Community (Euratom)
Japan
Republic of Korea
Switzerland

AGREED MINUTE

During the negotiation of the Agreement for Cooperation Between the United States of America and Australia Concerning Technology for the Separation of Isotopes of Uranium by Laser Excitation (the "Agreement") signed today, the following understandings, which shall be an integral part of the Agreement, were reached.

Coverage of Agreement

Sensitive nuclear facilities, major critical components, sensitive nuclear technology, and Restricted Data shall be transferred from the territory of one Party to the territory of the other Party, whether directly or through a third country, only after confirmation, by the appropriate government authority of the recipient Party to the appropriate government authority of the supplier Party, that such sensitive nuclear facilities, major critical components, sensitive nuclear technology and Restricted Data will be subject to the Agreement.

Prior to transferring sensitive nuclear technology or Restricted Data, the supplying Party shall notify the receiving Party of its status as sensitive nuclear technology or Restricted Data that, upon transfer, shall be subject to the Agreement. If the receiving Party or persons authorized to possess sensitive nuclear technology or Restricted Data subject to the Agreement return such technology or data to the supplying Party or its authorized persons, such return shall not constitute a transfer subject to the Agreement.

Safeguards

If either Party becomes aware of circumstances referred to in paragraph 4 of Article 9, either Party shall have the rights listed below, which rights shall be suspended if both Parties agree that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 4 of Article 9:

- (1) To review in a timely fashion the design of any sensitive nuclear facilities subject to the Agreement and of any sensitive nuclear facilities containing a major critical component subject to the Agreement, or of any facility which is to use, fabricate, process, or store any special nuclear material produced through the use of such sensitive nuclear facilities or major critical component;
- (2) To require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for any special nuclear material produced through the use of any sensitive nuclear facilities and major critical components subject to the Agreement; and
- (3) To designate personnel, in consultation with the other Party, who shall have access to all places and data necessary to account for the special nuclear material referred to in paragraph 2, to inspect any sensitive

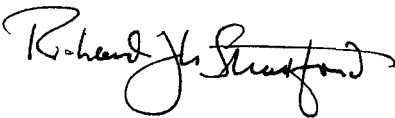
nuclear facility and major critical component referred to in paragraph 1, and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall, if either Party so requests, be accompanied by personnel designated by the other Party.

Transfers

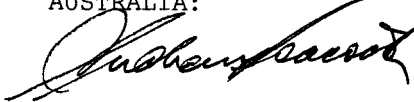
Pursuant to Article 5(2) of the Agreement, low enriched uranium produced through the use of sensitive nuclear facilities or major critical components subject to this Agreement may be transferred from the United States to a state, group of states, or other destination identified on the list in Annex B of this Agreement, but shall not be permitted for purposes of enrichment to twenty percent or greater in the uranium isotope 235. Eligible destinations may be added to the list at any time by the mutual consent of the Parties in writing. Either Party may delete destinations from the list at any time following consultations with the other Party. The deleting Party shall notify the other Party prior to deleting a destination from the list.

Any material subject to this Agreement transferred to a state, group of states or other destination identified on the list in Annex B of this Agreement shall, unless otherwise agreed by Australia, be subject to Australia having agreements for cooperation in force in respect of such states, groups of states, or other destinations, and shall be subject to those agreements.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF
AUSTRALIA:





United States Department of State

Washington, D.C. 20520

October 28, 1999

Excellency:

With reference to the Agreement for Cooperation Between the United States of America and Australia Concerning Technology for the Separation of Isotopes of Uranium by Laser Excitation ("the Agreement"), signed today, and in particular the section of the Agreed Minute to the Agreement entitled "Coverage of Agreement," it is understood that information transferred by Australia or its authorized persons to the United States of America or its authorized persons prior to entry into force of the Agreement that is subsequently determined by the Parties to constitute Restricted Data or sensitive nuclear technology shall be subject to the Agreement.

Accept, Excellency, the assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read "Richard J.K. Stratford".

Richard J.K. Stratford
Director
Office of Nuclear Energy Affairs

His Excellency
Andrew S. Peacock, AC,
Ambassador of Australia,
Washington.

EMBASSY OF AUSTRALIA
1601 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20036



AMBASSADOR

TELEPHONE 202 797-3133
FACSIMILE 202 797-3209

28 October 1999

Dear Mr Stratford

With reference to the Agreement for Cooperation Between Australia and the United States of America Concerning Technology for the Separation of Isotopes of Uranium by Laser Excitation ("the Agreement"), signed today, and in particular the section of the Agreed Minute to the Agreement entitled "Coverage of Agreement", it is understood that information transferred by Australia or its authorized persons to the United States of America or its authorized persons prior to entry into force of the Agreement that is subsequently determined by the Parties to constitute Restricted Data or sensitive nuclear technology shall be subject to the Agreement.

Accept, Sir, the assurances of my highest consideration.



(Andrew Peacock)

Mr Richard J K Stratford
Director
Office of Nuclear Energy Affairs
United States Department of State
WASHINGTON DC 20520