

# Treaty Between The Government of The United States of America and The Government of The United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation

**June 21, 2007**

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The Government of the United States of America (hereinafter "the United States Government") and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "Her Majesty's Government") (hereinafter "the Parties"):

*Desiring* to strengthen and deepen the relationship between the United States of America (hereinafter "the United States") and the United Kingdom of Great Britain and Northern Ireland (hereinafter "the United Kingdom") to achieve fully interoperable forces;

*Considering* that their mutual security and defense interests require a closer framework for security and defense cooperation;

*Desiring* to leverage the respective strengths of the security and defense industries of the United States and of the United Kingdom;

*Recognizing* that, in furtherance of the above aims, the Parties seek to establish a framework, that is necessary for the protection of the Parties' essential security and defense interests, facilitating the movement of Defense Articles within an Approved Community, while ensuring there are proper safeguards against unauthorized release beyond that Approved Community;

*Seeking* to enhance the protection afforded to Exports and Transfers within this framework;

*Recognizing* the principles established under the General Security Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America of 14 April 1961, as amended, and implementing arrangements thereto (hereinafter "the GSA");

*Recognizing* that Her Majesty's Government provides for the movement of defense articles for the end-use of the United States Government without the requirement for individual export licensing;

*Recalling* the commitments of the Parties relating to the export of defense articles arising from international arrangements in which they are participants; and

*Understanding* that the provisions of this Treaty are self-executing in the United States;

Have agreed as follows:

## **ARTICLE I**

### **Definitions**

For the purposes of this Treaty:

(1) "Defense Articles" means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations, as modified or amended.

(2) "Export" means the initial movement of Defense Articles from the United States Community to the United Kingdom Community.

(3) "Her Majesty's Government Personnel" means those persons identified in Article 4(1)(b).

(4) "Her Majesty's Government Facilities" means those facilities identified in Article 4(1)(a).

(5) "Implementing Arrangements" means the implementing arrangements concluded by the Parties pursuant to Article 14.

(6) "Re-export" means the movement of previously Exported Defense Articles by a member of the United Kingdom Community from the Approved Community to a location outside the Territory of the United Kingdom.

(7) "Re-transfer" means the movement of previously Exported Defense Articles by a member of the United Kingdom Community from the Approved Community to a location within the Territory of the United Kingdom.

(8) "Territory of the United Kingdom" means England and Wales, Scotland and Northern Ireland; and any territory for whose international relations the United Kingdom is responsible in respect of which Her Majesty's Government gives notice to the United States Government that such territory shall be included within this definition for the purposes of this Treaty. Her Majesty's Government shall consult with, and give notice through diplomatic channels to, the United States Government regarding the inclusion of any such territories.

(9) "Transfer" means the movement of previously Exported Defense Articles within the Approved Community.

(10) "Approved Community" means the United States Community and the United Kingdom Community.

(11) "United Kingdom Community" means the community identified in Article 4(1).

(12) "United States Community" means the community identified in Article 5.

Terms capitalized in this Treaty, and their variants, shall have the meaning established in this Article.

## **ARTICLE 2**

### **Purpose**

This Treaty provides a comprehensive framework for Exports and Transfers, without a license or other written authorization, of Defense Articles, whether classified or not, to the extent that such Exports and Transfers are in support of the activities identified in Article 3(1).

## **ARTICLE 3**

### **Scope**

(1) This Treaty shall apply to Defense Articles required for:

(a) United States and United Kingdom combined military or counter-terrorism operations as described in the Implementing Arrangements;

(b) United States and United Kingdom cooperative security and defense research, development, production, and support programs that are identified pursuant to the Implementing Arrangements;

(c) Mutually agreed specific security and defense projects where Her Majesty's Government is the end-user that are identified pursuant to the Implementing Arrangements; and

(d) United States Government end-use.

(2) This Treaty shall not apply to those Defense Articles that are identified in the Implementing Arrangements as exempt from the Scope of this Treaty.

(3) This Treaty shall not apply to the process for acquisition of Defense Articles by Her Majesty's Government pursuant to the United States Foreign Military Sales program. This Treaty shall apply to such Defense Articles once acquired by Her Majesty's Government, as if they were Exported under this Treaty.

(4) This Treaty shall not prevent the issuance of a defense export license or other authorization should an entity eligible to Export or Transfer Defense Articles under this Treaty seek to obtain an individual defense export license or other authorization for a particular transaction, in which case the terms of any such license or authorization granted shall apply instead of the terms of this Treaty.

## **ARTICLE 4**

### **United Kingdom Community**

(1) The United Kingdom Community shall consist of:

(a) Her Majesty's Government Facilities accredited by Her Majesty's Government pursuant to the GSA and that are related to the Scope of this Treaty, which shall be identified pursuant to the Implementing Arrangements;

(b) Her Majesty's Government Personnel, meeting mutually agreed criteria, including, at a minimum, appropriate United Kingdom security accreditation and a need-to-know, as set out in the Implementing Arrangements;

(c) Specifically identified nongovernmental United Kingdom entities and facilities that meet mutually agreed eligibility requirements, are accredited by Her Majesty's Government in accordance with the Implementing Arrangements, and are mutually agreed to by the Parties for inclusion on a list (hereinafter "the List"); and

(d) Employees of those entities and facilities referred to in subparagraph (c), who meet criteria set out in the Implementing Arrangements, including, at a minimum, appropriate United Kingdom security accreditation and a need-to-know.

(2) Entities or facilities included on the List pursuant to paragraph (1)(c) shall be removed from the List at the request of either Party when it considers such removal to be in its national interests, following consultation in accordance with Article 17.

## **ARTICLE 5**

### **United States Community**

The United States Community shall consist of:

(1) Departments and agencies of the United States Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental United States entities registered with the United States Government and eligible to export Defense Articles under United States law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

## **ARTICLE 6**

### **Exports**

(1) The United States Community may Export Defense Articles within the Scope of this Treaty without prior defense export licenses or other authorizations.

(2) The United States Government shall establish procedures to ensure that all Defense Articles to be Exported under this Treaty are clearly identified as Exported under this Treaty.

(3) Her Majesty's Government shall establish procedures to ensure that all Defense Articles identified as Exported under this Treaty shall, upon entry into the United Kingdom Community, be further identified, at a minimum, as "Restricted USML".

## **ARTICLE 7**

### **Transfers**

All Defense Articles Exported pursuant to this Treaty may be Transferred without prior written authorization by the United States Government.

## **ARTICLE 8**

### **United Kingdom Community Exports and Transfers**

Her Majesty's Government shall maintain procedures to ensure that all Defense Articles to be exported to the United States Community shall not require additional export licenses or other authorizations. In meeting this requirement, Her Majesty's Government may permit:

(1) The United Kingdom Community to export Defense Articles within the Scope of this Treaty in accordance with Her Majesty's Government's blanket or open authorizations; and

(2) All Defense Articles Exported pursuant to this Treaty to be Transferred in accordance with Her Majesty's Government's blanket or open authorizations.

## **ARTICLE 9**

## **Re-transfers and Re-exports**

(1) All Re-transfers or Re-exports of Defense Articles shall require authorization by Her Majesty's Government. In reviewing requests for such authorization, Her Majesty's Government shall, with certain exceptions that shall be mutually agreed and identified in the Implementing Arrangements (such as the operational use of a Defense Article in direct support of deployed United Kingdom Armed Forces), require supporting documentation that includes United States Government approval of the proposed Re-transfer or Re-export. The procedures for obtaining United States Government approval and Her Majesty's Government authorization shall be identified in the Implementing Arrangements.

(2) All Defense Articles that have authorization to be Re-transferred or Reexported shall be governed by the terms and conditions of applicable authorizations of the United States Government and Her Majesty's Government.

## **ARTICLE 10**

### **Protection of Proprietary Information**

(1) Nothing in this Treaty shall be construed as granting, implying, diminishing, or otherwise affecting rights to, or interest in, intellectual property or other proprietary information of the Parties or of persons or entities within the Approved Community pursuant to this Treaty.

(2) Nothing in this Treaty shall affect any provisions for the protection of intellectual property and other proprietary information that may be agreed between the persons or entities referred to in paragraph (1).

## **ARTICLE 11**

### **Security and Classification**

(1) The marking, identification, transmission, storage and handling of Exports, Transfers, Re-exports, or Re-transfers of Defense Articles under this Treaty shall be in accordance with the GSA.

(2) All relevant United Kingdom law, including the Official Secrets Act, shall apply to all Exports, Transfers, Re-exports, or Re-transfers pursuant to this Treaty.

(3) In addition to being marked or identified as Exported under this Treaty and as "Restricted USML", in the event that Defense Articles are classified at a higher level pursuant to either Party's classification procedures they shall be so marked or identified and transmitted, stored, handled, and safeguarded, in accordance with such higher classification, as provided by the GSA.

## **ARTICLE 12**

### **Recordkeeping and Notification**

(1) Each Party shall require that entities within its Community that are Exporting, Transferring, Re-transferring, Re-exporting, or receiving Defense Articles pursuant to this Treaty maintain detailed records of all such movements.

(2) Each Party shall ensure that such records maintained by entities within its Community are made available upon request, or otherwise in accordance with procedures established in the Implementing Arrangements.

(3) The Parties may establish procedures to ensure appropriate legislative notifications.

## **ARTICLE 13**

### **Enforcement**

(1) Compliance with the procedures established pursuant to this Treaty, including its Implementing Arrangements, and any regulations promulgated to implement this Treaty's effect on existing law, by persons or entities Exporting and Transferring Defense Articles, shall constitute an exemption to the applicable licensing requirements and the implementing regulations of the United States Arms Export Control Act.

(2) Conduct falling outside the terms of this Treaty, including Implementing Arrangements explicitly invoking this Article, and any regulations promulgated to implement this Treaty's effect on existing law remains subject to applicable licensing requirements and implementing regulations, including any criminal, civil, and administrative penalties or sanctions contained therein.

(3) Each Party shall promptly investigate all suspected violations and reports of alleged violations of the procedures established pursuant to this Treaty, and shall promptly inform the other Party of the results of such investigations. Each Party shall cooperate with respect to investigations conducted by the other Party, in accordance with procedures established in the Implementing Arrangements.

(4) The Parties shall keep each other informed of the progress of any prosecutions, or of any civil or administrative actions, resulting from investigations referred to in paragraph (3). The Parties shall cooperate, as appropriate, with respect to such prosecutions or actions.

(5) The Parties, in accordance with currently established procedures, as may be amended and reflected in the Implementing Arrangements, may conduct postshipment verifications and end-use or end-user

monitoring of Exports and Transfers under this Treaty, and at the request of either Party, provide assistance to each other on such matters.

## **ARTICLE 14**

### **Implementing Arrangements**

(1) The Parties shall conclude, on an expedited basis, Implementing Arrangements for this Treaty. The Implementing Arrangements may be amended or supplemented as agreed by the Parties.

(2) The Implementing Arrangements shall include a process by which entities in the Approved Community may move from the requirements of United States Government defense export licenses or other authorizations issued under the International Traffic in Arms Regulations to the processes established under this Treaty.

## **ARTICLE 15**

### **Implementing Agencies**

(1) Each Party shall designate an authorized agency to implement its obligations under this Treaty.

(a) The United States Government hereby designates the Department of State as its authorized agency.

(b) Her Majesty's Government hereby designates the Ministry of Defence as its authorized agency.

(2) A Party may change the designation of its authorized agency by written notice to the other Party through diplomatic channels.

## **ARTICLE 16**

### **Relationship to Other International Agreements**

This Treaty shall not affect the rights and obligations of the Parties under other international agreements to which they are a party.

## **ARTICLE 17**

### **Consultations**



The Parties shall consult at least annually and more frequently, as needed, at a senior level, on cooperative aspects of their export control relationship and to review the operation of this Treaty. These consultations shall provide a mechanism to review and address all relevant export control issues.

## **ARTICLE 18**

### **Dispute Resolution**

Any disputes between the Parties arising out of or in connection with this Treaty shall be resolved through consultations between the Parties and shall not be referred to any court, tribunal, or third party.

## **ARTICLE 19**

### **Amendments**

This Treaty may be amended by written agreement of the Parties.

## **ARTICLE 20**

### **Entry into Force**

This Treaty shall enter into force upon an exchange of notes confirming that each Party has completed the necessary domestic requirements to bring this Treaty into force.

### **Duration and Withdrawal**

(1) This Treaty shall, subject to paragraph (2), be of unlimited duration.

(2) The Parties shall have the right to withdraw from this Treaty in accordance with this Article. If a Party decides that extraordinary events related to the subject matter of this Treaty have jeopardized its national interests it shall give notice of its intention to withdraw from this Treaty to the other Party. Such notice of intention to withdraw shall include a statement of the extraordinary events the notifying Party regards as having jeopardized its national interests. The Parties shall commence consultation within 30 days of the provision of the notice of intention to withdraw with the aim of allowing the continuation of this Treaty. If, after such consultation, the notifying Party does not agree to the continuation of this Treaty, the withdrawal of the notifying Party shall take effect upon the expiry of 6 months from the provision of the notice of intention to withdraw.

(3) Notwithstanding withdrawal from this Treaty by either Party, the procedures for protection of Defense Articles Exported under this Treaty shall continue in effect until such time as appropriate defense export

licenses or other authorizations are in place. The Parties shall endeavor to expedite the approval of such licenses or authorizations.

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

DONE in two originals at Washington and London, on June 21 and 26, 2007.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA:

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