"Except as may be otherwise agreed for civil uses, the information communicated or exchanged, or the materials or equipment transferred, by either Party pursuant to this Agreement shall be used by the recipient Party exclusively for the preparation or implementation of defence plans in the mutual interests of the two countries." (Article V)

"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 unauthorised persons or, except as provided in Article VII of this Agreement, beyond the jurisdiction of that Party." (Article VI)

"Neither Party shall communicate classified information or transfer or permit access to or use of materials, or equipment, made available to the other Party pursuant to this Agreement to any nation or national organisation unless

A [the recipient Party is informed that the other Party agrees] or

B [the recipient Party is informed by the other Party that the classified information concerned has already been communicated to the nation or international organisation in question or that access has already been permitted to materials or equipment for the nation or international organisation in question]." (Article VII)

In short, classified information, materials and equipment made available to the United Kingdom by the United States under the 1958 Defence Agreement may be used only for defence purposes and may not be made available to thirdparties except by agreement with the United States. There have been no instances of the United Kingdom seeking United States agreement to exploiting co-operation under the Defence Agreement for civil or international purposes.

4. These constraints apply in particular to all classified information passed under the 1958 Defence Agreement. The fact that they apply specifically to naval nuclear propulsion information was confirmed in the exchange of correspondence in 1964 between Sir Solly Zuckerman, then Chief Scientific Adviser, Ministry of Defence, and Admiral Rickover. At that time, the United Kingdom accepted somewhat more onerous restrictions. In respect of all United States originated propulsion information, even if unclassified, it was agreed that such information would be used only for naval propulsion purposes and would not be disclosed by any means to foreign nationals. In respect of

United Kingdom originated naval propulsion information, it was agreed that such information would be classified in accordance with a Policy Guide which was drawn up by the United States and accepted by the United Kingdom. The broad outcome of this exchange of correspondence was that all technical naval propulsion information became special information not available for disclosure to third parties.

5. The 1963 Polaris Sales Agreement, under which the United States provided to the United Kingdom Polaris missiles (less warheads), equipment and supporting services is closely related to the 1958 Defence Agreement in as much as both Agreements are essential for the support of the United Kingdom's Strategic Deterrent Force. The Sales Agreement lays down that

> "The Government of the United Kingdom shall not, without the prior express consent of the Government of the United States, transfer, or permit access to, or use of, the missiles, equipment, services, or documents or information relating thereto which are provided by the Government of the United States under this Agreement, except to a United Kingdom officer, employee, national or firm engaged in the implementation of this Agreement." (Article XIV)

As with the Defence Agreement, United Kingdom co-operation with third parties on Polaris matters is subject to obtaining the prior agreement of the United States.

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