

UNITED STATES
OF AMERICA



Treaty Series No. 37 (1964)

Exchange of Notes

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

in Anticipation of Visits of
N.S. "Savannah"
to Ports in United Kingdom Territory

London, June 19, 1964

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
July 1964*

LONDON
HER MAJESTY'S STATIONERY OFFICE

EIGHTPENCE NET

Cmnd. 2411

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA IN ANTICIPATION OF VISITS OF N.S. "SAVANNAH" TO PORTS IN UNITED KINGDOM TERRITORY

No. 1

*Her Majesty's Principal Secretary of State for Foreign Affairs
to the United States Ambassador*

Foreign Office, S.W. 1,

Your Excellency,

June 19, 1964.

I have the honour to refer to discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America in anticipation of visits of N.S. *Savannah* to ports in United Kingdom territory. I now have the honour to propose an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America in the following terms:

- (1) The operation of N.S. *Savannah* shall be subject to the provisions of the present Agreement including, in respect of conditions for the use of waters and ports, those of Annex 1 which is an integral part hereof, and, in respect of legal liability, the provisions of Annex 2, which is also an integral part hereof.
- (2) For the purposes of this Agreement, the term "United Kingdom territory" means, except where otherwise expressly provided, the United Kingdom of Great Britain and Northern Ireland and any territory to which the Agreement has been extended in accordance with paragraph (3) of this Agreement.
- (3) (a) The Government of the United Kingdom may at any time declare by notification in writing to the Government of the United States that this Agreement shall extend to all or any of the territories for the international relations of which the Government of the United Kingdom are responsible.
- (b) This Agreement shall, from the date of receipt of such notification, or from such other date as may be stated in the notification, extend to the territories specified therein.
- (c) The application of this Agreement to any territory in respect of which a notification of extension has been made may be terminated by a notification addressed to the Government of the United States by the Government of the United Kingdom. Such notification shall take effect from the date of its receipt, or from such other later date as may be stated therein.

(4) Either Government may terminate this Agreement by notification addressed to the other, such termination to take effect six months after the date of such notification.

(5) A copy of this Agreement shall be transmitted to the Inter-Governmental Maritime Consultative Organisation by the Government of the United Kingdom.

2. If the above proposal is acceptable to the Government of the United States of America, I have the honour to suggest that this Note, together with Your Excellency's reply to that effect, shall be regarded as constituting an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on the above terms which shall enter into force on the date of Your Excellency's reply.

I have, etc.

(For the Secretary of State),

DENYS BROWN.

ANNEX I

1. Entry of N.S. *Savannah* into any port in United Kingdom territory shall be subject to the prior approval of the Government of the United Kingdom and also, in the case of entry into any port of a territory outside the United Kingdom to which this Annex has been extended in accordance with paragraph (3) of the Agreement, the Government of that territory.

2. To enable the Government of the United Kingdom to consider the grant of the approval referred to in Article 1 of this Annex, the Government of the United States shall provide sufficient information to enable the Government of the United Kingdom to satisfy themselves as to the safety of N.S. *Savannah*. This information shall be supplied in a form and at a time to be agreed and shall include detailed technical information concerning her design, construction, operation and the safeguards incorporated into the ship's nuclear plant and an analysis of hypothetical accidents. This information shall be supplemented from time to time by the Government of the United States to reflect significant design, construction and operation modifications which would necessitate a reappraisal of the Safety Assessment.

3. The Government of the United States shall advise the Government of the United Kingdom that N.S. *Savannah* is constructed and equipped to comply with the requirements of the International Regulations for Preventing Collisions at Sea and with the requirements applicable to comparable ships propelled by conventional means of the International Conventions for the

Safety of Life at Sea and respecting Load Lines for the time being in force as between the two Governments. If N.S. *Savannah* does not comply in all respects with the requirements of the aforesaid Regulations and Conventions, a schedule of the differences shall be furnished to the Government of the United Kingdom.

4. The Government of the United States shall assure the Government of the United Kingdom that the Master, officers and crew members of N.S. *Savannah* possess qualifications and experience appropriate to their responsibility and duties.

5. (a) As soon as practicable after receipt of the information referred to in Articles 2 and 3 of this Annex, the Government of the United Kingdom shall notify the Government of the United States whether this information is acceptable as a basis for arrangements to be made for N.S. *Savannah* to enter such ports in United Kingdom territory as may be specified from time to time by the Government of the United Kingdom.

(b) The Government of the United Kingdom shall ensure that arrangements are made for the acceptance of N.S. *Savannah* in such specified ports in United Kingdom territory. The arrangements shall include arrangements with the appropriate port authorities and the provision of such services as may be required for the safety of N.S. *Savannah*.

6. The Government of the United States shall ensure that timely information of the intended arrival of N.S. *Savannah* in any specified port in United Kingdom territory and of the route proposed to be followed after entry into the territorial waters of United Kingdom territory shall be given by the Operators or Master to the Port Authority concerned and to the Government of the United Kingdom.

7. Authorities designated by the Government of the United Kingdom in accordance with arrangements to be made, shall have reasonable access to N.S. *Savannah* for the purpose of inspecting and monitoring her and her records and programme data while she is within the territorial waters of United Kingdom territory and determining whether she is in a safe condition and is being operated in accordance with the Ship's Operating Manual.

8. The Government of the United States shall ensure that no disposal of radioactive materials, including radioactive waste, shall take place from N.S. *Savannah* while she is within the territorial waters of United Kingdom territory without the prior approval of the Government of the United Kingdom.

9. The Government of the United Kingdom shall accept radioactive waste removed from N.S. *Savannah* provided a specific request for removal has been made to and approved by the appropriate United Kingdom authorities and such waste is packaged in a manner satisfactory to those authorities.

10. The Government of the United States shall ensure that the Master of N.S. *Savannah* shall maintain all safety precautions in any port in United Kingdom territory in accordance with the requirements of the Ships Operating Manual and the requirements of the Government of the United Kingdom. During the stay of N.S. *Savannah* in port the Master shall cooperate as may be necessary with the Port Authority concerned in measures to ensure safety.

11. (a) Radiological control in N.S. *Savannah* and environmental monitoring shall be the responsibility of the Master of N.S. *Savannah* and shall be carried out in accordance with the requirements of the Ship's Operating Manual.

(b) The Government of the United Kingdom and the Port Authority concerned shall have the right to undertake such radiological monitoring in N.S. *Savannah* as they may consider necessary during her stay in any port in United Kingdom territory.

12. Arrangements relating to the control of public access to N.S. *Savannah* shall be the responsibility of the Master and shall be made in conjunction with authorities designated by the Government of the United Kingdom.

13. Authorities designated by the Government of the United Kingdom or by the Port Authority concerned shall have the right at any time to require the Master of N.S. *Savannah* to remove the ship from any port and/or to close down her reactor provided that due consideration shall be given to the safety of the ship and to the view of the Master.

14. The Government of the United States shall instruct the Master of N.S. *Savannah* that except as may be laid down in the Operating Manual and agreed by the Government of the United Kingdom, no work or operations which might give rise to a nuclear incident (including fuelling or defuelling operations) shall be undertaken within any port in United Kingdom territory.

15. The Government of the United States shall instruct the Master of N.S. *Savannah* to inform immediately the Government of the United Kingdom and any Port Authority concerned in the event of any accident to N.S. *Savannah* or other incident which might affect the safety of persons in United Kingdom territory and in such an event to consult with the Government of the United Kingdom and the Port Authority on the action to be taken.

16. In the event of the entry into force of any general multilateral convention relating to the safety and operating procedure of nuclear-powered merchant ships by which either the Government of the United States or the Government of the United Kingdom or both become bound, this Annex shall be amended by agreement between the two Governments so as to conform with the provisions of such convention or shall be terminated by either Government giving to the other not less than six months' notice of termination.

ANNEX 2

1. In this Annex, the expression "Indemnification Agreement" means the Agreement of Indemnification between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission acting under the authority of the United States Atomic Energy Act of 1954, as amended, has agreed to indemnify the

United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connexion with the design, development, construction, operation, repair, maintenance or use of the N.S. *Savannah* to the amount of U.S.\$500 million including the reasonable costs of investigating and settling claims and defending suits for damage (the terms "person indemnified", "public liability" and "nuclear incident" being defined in Section 11 of the United States Atomic Energy Act of 1954, as amended, are used in this Annex with the meanings there assigned to them).

2. The Government of the United States shall provide compensation for all loss, damage, death or injury in United Kingdom territory (including territorial waters) arising out of a nuclear incident involving N.S. *Savannah* to the extent that the Government of the United States, the United States Maritime Administration or a person indemnified under the Indemnification Agreement is liable for public liability in respect of such loss, damage, death or injury.

3. The aggregate liability of the Government of the United States in accordance with Article 2 of this Annex shall not exceed \$500 million for any single incident regardless of where damage may be incurred.

4. In respect of the loss, damage, death or injury referred to in Article 2 above, and subject to the provisions of this Annex the Government of the United States and the United States Maritime Administration—

- (a) shall not, in proceedings brought *in personam*, plead sovereign immunity but shall submit to the jurisdiction of courts in United Kingdom territory having jurisdiction;
- (b) shall not seek to invoke the provisions of the law of any part of United Kingdom territory or any other law relating to limitation of liability;
- (c) shall not pursue any right of recourse against any person who may have caused or contributed to such loss, damage, death or injury.

5. The Government of the United States shall ensure that prompt payment is made in respect of the liability referred to in Article 2 of this Annex.

6. If the Indemnification Agreement should for any reason be terminated or revised the Government of the United States shall not cause or permit the entry of N.S. *Savannah* into the internal or territorial waters of United Kingdom territory unless there is in effect either

- (a) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the United States Atomic Energy Act of 1954, as amended, and affording an equivalent measure of indemnification to that provided by the Indemnification Agreement; or
- (b) an agreement of indemnification in some other form acceptable to the Government of the United Kingdom.

7. The Maritime Transportation and Litigation Agreement of December 4, 1942 shall not apply to any nuclear incident involving N.S. *Savannah*.

No. 2

*The United States Ambassador to Her Majesty's Principal Secretary of State
for Foreign Affairs*

No. 62

Excellency:

London, June 19, 1964.

I have the honor to acknowledge receipt of Your Excellency's Note No. GN 1018/67 of this same date proposing an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, which Note read as follows:

[As in No. 1]

The foregoing proposals are acceptable to the Government of the United States of America and I have the honor to confirm that your Note, together with this reply, shall be regarded as constituting an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America which shall enter into force on today's date.

Accept, etc.

DAVID BRUCE.

Printed and published by
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