

No. 3413

**UNITED STATES OF AMERICA
and
JAPAN**

Agreement for co-operation concerning civil uses of atomic energy. Signed at Washington, on 14 November 1955

Official texts: English and Japanese.

Registered by the United States of America on 11 May 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
JAPON**

Accord de coopération concernant l'utilisation de l'énergie atomique dans le domaine civil. Signé à Washington, le 14 novembre 1955

Textes officiels anglais et japonais.

Enregistré par les États-Unis d'Amérique le 11 mai 1956.

No. 3413. AGREEMENT¹ FOR CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAPAN CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 14 NOVEMBER 1955

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of Japan desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas there is well advanced the design and development of several types of research reactors (as defined in Article I of this Agreement); and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of Japan desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America with respect to this program; and

Whereas the Government of the United States of America, represented by the United States Atomic Energy Commission, desires to assist the Government of Japan in such a program;

The Parties therefore agree as follows :

Article I

For purposes of this Agreement :

A. "The United States Atomic Energy Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

¹ Came into force on 27 December 1955 by an exchange of notes, in accordance with article IX.

B. "Equipment and devices" means any instrument or apparatus, and includes research reactors, as defined herein, and their component parts.

C. "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

D. The terms "Restricted Data", "atomic weapon", and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

Article II

Subject to the limitations of Article VI, the Parties hereto will exchange information in the following fields :

A. Design, construction and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.

B. Health and safety problems related to the operation and use of research reactors.

C. The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

Article III

A. The Government of the United States of America, represented by the United States Atomic Energy Commission, will lease to the Government of Japan uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of Japan, in consultation with the Government of the United States of America, represented by the United States Atomic Energy Commission, decides to construct and as required in experiments relating to the peaceful uses of atomic energy. Also, the Government of the United States of America, represented by the United States Atomic Energy Commission, will lease to the Government of Japan uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of Japan may, in consultation with the Government of the United States of America, represented by the United States Atomic Energy Commission, decide to authorize private individuals or private organiza-

tions under its jurisdiction to construct and operate, provided the Government of Japan shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of Japan to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

B. The quantity of uranium enriched in the isotope U-235 transferred by the Government of the United States of America, represented by the United States Atomic Energy Commission, and in the custody of the Government of Japan shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Government of the United States of America, represented by the United States Atomic Energy Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Japan or while fuel elements are in transit, it being the intent of the Government of the United States of America, represented by the United States Atomic Energy Commission, to make possible the maximum usefulness of the six (6) kilograms of said material.

C. When any fuel elements containing U-235 leased by the Government of the United States of America, represented by the United States Atomic Energy Commission, require replacement, they shall be returned to the Government of the United States of America, represented by the United States Atomic Energy Commission, and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Government of the United States of America, represented by the United States Atomic Energy Commission.

D. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VII and VIII.

Article IV

Subject to the availability of supply and as may be mutually agreed, the Government of the United States of America, represented by the United States Atomic Energy Commission, will sell or lease through such means as it deems appropriate, to the Government of Japan or persons under its jurisdiction who may be authorized by the Government of Japan, such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Japan. The sale or lease of these materials shall be on such terms as may be agreed.

Article V

With respect to the subjects of agreed exchange of information as provided in Article II, it is understood that the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to, and perform services for, the Government of Japan and such persons under its jurisdiction who may be authorized by the Government of Japan to receive and possess such materials and utilize such services, subject to :

A. Limitations in Article VI.

B. Applicable laws, regulations and license requirements of the Government of the United States of America and the Government of Japan.

Article VI

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of Japan or persons under its jurisdiction who may be authorized by the Government of Japan if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

Article VII

A. The Government of Japan agrees to maintain such safeguards as are necessary to assure that the uranium enriched in the isotope U-235 leased from the Government of the United States of America, represented by the United States Atomic Energy Commission, shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

B. The Government of Japan agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, leased or purchased in the United States of America under this Agreement by the Government of Japan or persons under its jurisdiction who may be authorized by the Government of Japan, shall be used solely for the design, construction, and operation of research reactors which the Government of Japan decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

C. In regard to research reactors constructed pursuant to this Agreement the Government of Japan agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Government of the United States of America, represented by the United States Atomic Energy Commission, on these subjects. If the Government of the United States of America, represented by the United States Atomic Energy

Commission, requests, the Government of Japan will permit United States Atomic Energy Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

Article VIII

The Government of Japan guarantees that :

A. Safeguards provided in Article VII shall be maintained.

B. No material, including equipment and devices, transferred to the Government of Japan or persons under its jurisdiction who may be authorized by the Government of Japan, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Japan except as the Government of the United States of America, represented by the United States Atomic Energy Commission, may agree to such transfer to another nation and then only if in the opinion of the Government of the United States of America, represented by the United States Atomic Energy Commission, such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

Article IX

This Agreement shall enter into force on the date of an exchange of notes between the Government of the United States of America and the Government of Japan establishing that all constitutional or statutory procedures necessary to give legal effect to this Agreement in each country have been completed. The Agreement shall remain in force for a period of five years from the date it enters into force, and shall be subject to renewal as may be agreed between the two Governments.

At the expiration of this Agreement or of any extension thereof the Government of Japan shall deliver to the United States all fuel elements containing reactor fuels leased by the Government of the United States of America, represented by the United States Atomic Energy Commission, and any other fuel material leased by the Government of the United States of America, represented by the United States Atomic Energy Commission. Such fuel elements and such fuel materials shall be delivered to the Government of the United States of America, represented by the United States Atomic Energy Commission, at a site in the United States designated by the Government of the United States of

America, represented by the United States Atomic Energy Commission, at the expense of the Government of Japan, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

IN WITNESS WHEREOF, the representatives of the two Governments authorized for the purpose have signed this Agreement.

DONE at Washington, in duplicate, in the English and Japanese languages, this fourteenth day of November, 1955.

For the Government of the United States of America :

William J. SEBALD

Lewis L. STRAUSS

For the Government of Japan :

S. IGUCHI
