

No. 4700

**JAPAN
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at London, on 16 June 1958**

Official texts: English and Japanese.

Registered by Japan on 2 March 1959.

**JAPON
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins pacifiques. Signé à Londres, le
16 juin 1958**

Textes officiels anglais et japonais.

Enregistré par le Japon le 2 mars 1959.

No. 4700. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT LONDON, ON 16 JUNE 1958

The Government of Japan and the Government of the United Kingdom of Great Britain and Northern Ireland on their own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as the Authority) :

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy and in particular of the use of atomic energy for the generation of electric power :

Have agreed as follows :

Article I

- (1) Subject to the provisions of the present Agreement, the Contracting Parties shall collaborate with each other for the promotion and development of the peaceful uses of atomic energy in the two countries in the following ways :
- (a) The Government of Japan and the Authority shall make available to each other unclassified information to the extent and in the manner specified in Article II of the present Agreement.
 - (b) The Government of Japan and the Authority shall facilitate exchanges of unclassified information between persons in Japan on the one hand and persons in the United Kingdom on the other hand with a view to forwarding the peaceful uses of atomic energy.
 - (c) The Authority shall assist the Government of Japan or persons authorised by that Government in obtaining research and power reactors from the United Kingdom and in obtaining assistance in the design, construction and operation of such reactors.
 - (d) The Authority shall sell to the Government of Japan or persons authorised by that Government, or shall assist them in purchasing from the United Kingdom, fuel for the operation of research and power reactors in Japan as set out in Article III of the present Agreement.

¹ In accordance with article XI, the Agreement came into force on 5 December 1958, the date on which the Government of the United Kingdom received from the Government of Japan written notification that Japan had approved the Agreement in accordance with its legal procedures.

- (e) The Authority shall process used fuel from research and power reactors operating in Japan, to such an extent and on such commercial terms as may be agreed, or shall assist the Government of Japan or persons authorised by that Government in arranging for such processing in the United Kingdom.
 - (f) The Authority shall provide to the Government of Japan or to persons authorised by that Government, on commercial terms, assistance in the design, construction and operation of facilities for the manufacture of fuel in Japan and for the processing of used fuel in Japan, or shall facilitate the procurement by the Government of Japan or by persons authorised by that Government of such assistance.
 - (g) The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Government or by persons under their jurisdiction, of material, equipment and other requisites for the atomic energy research, development, and production programmes in their respective countries.
 - (h) The Authority shall provide, wherever possible, in their schools or in such other facilities of the Authority as may be agreed, or shall assist in obtaining elsewhere in the United Kingdom, training in subjects relevant to Japanese atomic energy programmes for students and trainees recommended by the Government of Japan.
- (2) The Contracting Parties may agree on ways of collaborating for the promotion and development of the peaceful uses of atomic energy additional to those enumerated in the preceding paragraph.

Article II

- (1) Subject to the rights of third parties, to the obligations entered into by either Contracting Party under any international agreement, and to the applicable laws, regulations and licence requirements in force in Japan and in the United Kingdom, the Government of Japan and the Authority will make available to each other unclassified research information concerning the peaceful uses of atomic energy which is relevant to the present or any projected atomic energy programme in the country of the party receiving the information and which is at the disposal of the other party.
- (2) The transmission of research or industrial information within the scope of the present Agreement which is regarded by the party transmitting that information as being of commercial value shall be made only at such time and on such commercial terms and conditions as may be agreed in each case.

- (3) The party receiving the information under this Article shall have the right (save as may be specified in particular contracts made thereunder) :
- (a) to use it freely for his own purposes save that, if the information relates to an invention patented by the party transmitting the information in the country of the party receiving it, the use, including communication to any third party, shall be subject to such terms as may be agreed between them :
 - (b) to communicate it to a third party, unless the party transmitting the information shall have stipulated to the contrary at the time of transmission. In the event of communication to a third party, the party so communicating the information shall be at liberty, subject to any patent rights of the party by whom the information was originally provided, to make whatever arrangements he wishes with that third party in respect of the use of the information and of the ownership of any results, including patentable inventions, which may be obtained from the use of the information.

Article III

- (1) The Authority shall sell to the Government of Japan or to persons authorised by that Government, on commercial terms, or shall assist the Government of Japan or persons authorised by that Government in purchasing from the United Kingdom on commercial terms :
- (a) fuel of such quality and quantity as may be necessary for the efficient and continuous operation of research and power reactors obtained from the United Kingdom pursuant to the present Agreement ;
 - (b) to such an extent as may be agreed in particular contracts, fuel for the operation of other research and power reactors.
- (2) The supply of fuel pursuant to paragraph (1) of this Article shall be subject to the following limitations and conditions :
- (a) that such fuel shall be used only in reactors obtained from the United Kingdom pursuant to the present Agreement or, with the consent of the Authority, in other reactors whose design has been approved in accordance with Article V (a) (i) of the present Agreement ;
 - (b) that the quantity of such fuel shall not at any given time be in excess of the quantity needed for the full loading of any reactor or reactors referred to in sub-paragraph (2) (a) of this Article, together with such additional quantity for replacement as may be necessary for the efficient and continuous operation of such reactor or reactors ;
 - (c) that when any such fuel has been discharged from any reactor after irradiation or has been discarded, or when any source material obtained from the United

Kingdom and irradiated in any reactor employing any part of such fuel requires processing, it shall be delivered to the Authority or to processing facilities approved in accordance with Article V (a) (i) of the present Agreement ;

- (d) that except as may be agreed between the Contracting Parties in any particular case no alteration shall be made of the form and content of the fuel or source material to which sub-paragraph (2) (c) of this Article applies after its removal from a reactor and before its delivery to the Authority or to the facilities referred to in sub-paragraph (2) (c) of this Article ;
- (e) that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of the fuel and source material to which sub-paragraph (2) (c) of this Article applies ; and that such records shall be made available to the Authority when required by them.

Article IV

It being the intention of the Contracting Parties that the information exchanged and the material and equipment supplied shall be used solely for the promotion and development of the peaceful uses of atomic energy, and it being the agreed policy of the Contracting Parties to avail themselves, as soon as practicable, of the facilities to be created by the International Atomic Energy Agency, the Contracting Parties shall consult with each other to determine in what respects and to what extent they desire to arrange in respect of the present Agreement for the administration by the International Atomic Energy Agency of safeguards in accordance with Article XII of the Statute of that Agency. Such consultations shall take place upon the request of either Contracting Party.

Article V

Until such time as the relevant safeguards shall be administered by the International Atomic Energy Agency as envisaged in Article IV of the present Agreement :

(a) The Government of the United Kingdom shall have the following rights in order to assure themselves that any material or equipment supplied pursuant to the present Agreement or any fissionable products are being used solely for peaceful purposes :

- (i) to examine the design of equipment and facilities, including nuclear reactors, which are to be made available to the Government of Japan or to persons under their jurisdiction pursuant to the present Agreement, or in which any material supplied pursuant to the present Agreement or any special fissionable materials recovered or produced as a by-product are to be employed or processed, and to approve it only from the viewpoint of assuring that it will not further any military purpose, and that it will permit effective application of the provisions of the present Agreement ; provided that, subject to their responsibilities to

the Government of the United Kingdom, representatives appointed by that Government to make such examinations shall not disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties ;

- (ii) to appoint, after consultation with the Government of Japan, representatives who shall have access at all times to all places and data, and to any person who by reason of his occupation deals with material or equipment supplied pursuant to the present Agreement, for the purpose of accounting for source material or special nuclear material so supplied and fissionable products and determining whether there is compliance with the limitations and conditions specified in Articles III (2) and VI of the present Agreement, and shall be permitted to make their own measurements for these purposes. Such representatives shall be accompanied, if either Contracting Party so requests, by representatives appointed by the Government of Japan, provided that they shall not thereby be delayed or otherwise impeded in the exercise of their functions. The representatives appointed by the Government of the United Kingdom shall not, subject to their responsibilities to that Government, disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties.

(b) The Government of Japan undertake to ensure that the Government of the United Kingdom are enabled to exercise the rights provided for in paragraph (a) of this Article.

(c) The Government of Japan undertake that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of fissionable products and that such records shall be made available to the Authority when required by them.

Article VI

Special fissionable materials recovered or produced as a by-product shall be at the disposal of the Government of Japan and of persons under the jurisdiction of the Government of Japan authorised by that Government, provided that :

- (a) Such special fissionable materials shall be used only for peaceful purposes for research or in reactors, existing, under construction, or projected, specified by the Government of Japan ;
- (b) The use of such special fissionable materials shall be subject to the provisions of Article V of the present Agreement ;
- (c) Until such time as the relevant safeguards shall be administered by the International Atomic Energy Agency as envisaged in Article IV of the present Agreement,

- (i) any excess of such special fissionable materials over what is needed for the purposes stated in paragraph (a) of this Article shall be deposited in stores designated by the Authority until it is required by the Government of Japan, or by persons under the jurisdiction of the Government of Japan authorised by that Government, for the purposes stated in paragraph (a) of this Article ;
- (ii) if the Government of Japan wish to dispose of any such excess special fissionable materials, the Authority shall have the option to purchase the whole or any part of such excess, for use for peaceful purposes only, on terms to be specified in contracts for the supply of fuel made pursuant to the present Agreement ;
- (iii) any part of such excess not so purchased may, by agreement between the Contracting Parties, be transferred, for use for peaceful purposes, to another country or to an international organisation.

Article VII

The Government of Japan undertake to ensure that :

- (a) Any material or equipment obtained pursuant to the present Agreement or any fissionable products will be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose ;
- (b) No material or equipment obtained pursuant to the present Agreement or source material derived by one or more processes from the use of any such material or equipment will be transferred to unauthorised persons or beyond the jurisdiction of the Government of Japan except with the prior consent in writing of the Government of the United Kingdom ;
- (c) Any fuel obtained pursuant to the present Agreement will, when not actually being used for peaceful purposes, be held with adequate safety and security precautions in stores designated by the Authority ;
- (d) Special fissionable materials recovered or produced as a by-product will be dealt with in accordance with the provisions of Article VI of the present Agreement.

Article VIII

- (1) Contracts made pursuant to the present Agreement may contain such guarantees as are agreed in specific cases. Subject to the provisions of such contracts, nothing in the present Agreement shall be interpreted as imposing any responsibility on either Government or on the Authority
- (a) with regard to the accuracy or completeness of any information communicated pursuant to the present Agreement ;

- (b) for the consequences of the use made of such information or any material or equipment supplied pursuant to the present Agreement, in the country of the person (including either Government or the Authority as the case may be) receiving it ; and
- (c) with regard to the suitability of such information, material or equipment for any particular use or application.

(2) (a) With respect to any fuel supplied pursuant to Article III of the present Agreement, the Government of Japan shall indemnify and hold harmless the Government of the United Kingdom and the Authority against any liability to any third party for damage which is attributable to the production or fabrication of such fuel and which occurs after delivery to the Government of Japan or to persons authorised by that Government ; provided that, in the case of fuel supplied to persons authorised by the Government of Japan, this indemnity shall operate only to the extent to which any sums paid by the Government of the United Kingdom or the Authority in respect of such liability are not reimbursed to the Government of the United Kingdom or the Authority in accordance with indemnity provisions included in contracts for the sale of fuel entered into by the Authority pursuant to the Agreement.

(b) The Contracting Parties may consult with each other to determine whether and in what respects the preceding sub-paragraph should be amended in the light of any new legislation which may be enacted in the country of either Contracting Party concerning liability to third parties for damage attributable to radioactivity.

Article IX

Representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of the present Agreement, including any questions concerning the interpreting of the definitions, in Article X of the present Agreement of "material" or "equipment".

Article X

For the purposes of the present Agreement :

"Equipment" means major items of machinery, plant or instrumentation, or major components thereof, specially suitable for use in an atomic energy programme.

"Fissionable products" means source material or special nuclear material derived by one or more processes from the use of any material or equipment supplied pursuant to the present Agreement.

"Fuel" means any substance, or combination of substances, which is prepared for use in a reactor for the purpose of initiating and maintaining a self-supporting fission chain reaction.

“Material” means fuel, source material, special nuclear material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors.

“Person” includes any body of persons, corporate or unincorporate, but does not include the Government of Japan, the Government of the United Kingdom or the Authority, except when the contrary is stated in the text of the present Agreement.

“Power reactor” means a nuclear reactor designed or adapted for the production of electrical or other power.

“Research reactor” means a nuclear reactor designed for use in scientific or technical experiments, including the testing of materials, and not adapted for the production of electrical or other power.

“Source material” means uranium containing the mixture of isotopes occurring in nature ; uranium depleted in the isotope 235 ; thorium ; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate ; any other substance containing one or more of the foregoing in such concentration as the Board of Governors of the International Atomic Energy Agency shall from time to time determine ; and such other substance as the Board of Governors of the International Atomic Energy Agency shall from time to time determine to be source material.

“Special fissionable materials recovered or produced as a by-product” means special nuclear material derived by one or more processes from the use of any material or equipment supplied pursuant to the present Agreement.

“Special nuclear material” means plutonium ; uranium 233 ; uranium enriched in the isotopes 235 or 233 ; any substance containing one or more of the foregoing ; and such other substance as the Board of Governors of the International Atomic Energy Agency shall from time to time determine to be special fissionable material. The term “special nuclear material” does not include source material.

“Unclassified” means not classified as confidential, secret or top secret by either of the Contracting Parties.

“Used fuel” means fuel which has been irradiated in a reactor, or which has been discarded without being irradiated.

Article XI

(1) The present Agreement shall enter into force on the date on which the Government of the United Kingdom shall have received from the Government of Japan

written notification that Japan has approved the Agreement in accordance with its legal procedures. The Agreement shall remain in force for a period of ten years, provided that Articles III (2), IV, V, VI, VII and VIII of the present Agreement shall remain in force thereafter for the duration of any contracts made pursuant to the Agreement.

(2) Until such time as the relevant safeguards shall be administered by the International Atomic Energy Agency as envisaged in Article IV of the present Agreement, the Government of the United Kingdom shall have the right, in the event of any breach of the provisions of Article III (2) or Article VI of the present Agreement or of any failure on the part of the Government of Japan to carry out the undertakings in Article V or Article VII of the present Agreement, to call upon the Government of Japan to take corrective steps. If such corrective steps are not taken within a reasonable time, the Government of the United Kingdom shall thereupon have the right to terminate the present Agreement by notification in writing.

(3) If the Contracting Parties are unable to reach agreement on the holding of consultations as to the interpretation of definitions for which provision is made in Article IX of the present Agreement or if the Contracting Parties are unable to reach agreement as a result of such consultations or of the consultations for which provision is made in Article IV of the present Agreement, either Party may by notification in writing to the other Party terminate the present Agreement three months after the date of the notification.

(4) On termination of the present Agreement under paragraphs (2) or (3) of this Article the Government of the United Kingdom may require the termination of contracts made in pursuance of the present Agreement and the return of any fuel or other special nuclear material supplied to Japan pursuant to the present Agreement, subject to payment to the person (including the Government of Japan) returning such fuel or other special nuclear material of a sum representing the value at prices then current of any fuel or other special nuclear material so returned.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at London this sixteenth day of June 1958 in the Japanese and English languages, both texts being equally authoritative.

For the Government of Japan :
Katsumi OHNO

For the Government of the United Kingdom of Great Britain
and Northern Ireland :
Selwyn LLOYD