

No. 5504

**JAPAN
and
CANADA**

**Agreement (with Protocol) for co-operation in the peaceful
uses of atomic energy. Signed at Ottawa, on 2 July 1959**

Official texts: English and Japanese.

Registered by Japan on 3 January 1961.

**JAPON
et
CANADA**

**Accord de coopération concernant l'utilisation pacifique
de l'énergie atomique (avec Protocole). Signé à Ottawa,
le 2 juillet 1959**

Textes officiels anglais et japonais.

Enregistré par le Japon le 3 janvier 1961.

No. 5504. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF CANADA FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT OTTAWA, ON 2 JULY 1959

The Government of Japan and the Government of Canada,

Conscious of the many benefits, including the increase of energy supplies, the raising of agricultural and industrial production, the wider availability of knowledge and means of combat disease, and the assistance of research directed to wholesome and fruitful purposes, which the application of atomic energy to peaceful uses may be expected to provide,

Desiring to accelerate and enlarge the contribution which the development of atomic energy can make to the welfare and prosperity of their peoples,

Recognizing the advantages to them both of effective cooperation in the promotion and development of the peaceful uses of atomic energy,

Intending, therefore, to cooperate with one another to these ends,

Have agreed as follows :

Article I

1. The cooperation intended by this Agreement relates to the peaceful uses of atomic energy and includes :

(a) The supply of unclassified information including that relating to :

(i) Research and development ;

(ii) Problems of health and safety ;

(iii) Equipment and facilities (including the supply of designs, drawings and specifications ; and

(iv) Uses of equipment, facilities, materials, source material, special nuclear material and fuel ;

(b) The supply of equipment, facilities, materials, source material, special nuclear material and fuel ;

(c) Transfer of patent rights ;

¹ Came into force on 27 July 1960, the date of exchange of notes indicating approval of the Agreement by each Contracting Party, in accordance with article VIII.

- (d) Access to and use of equipment and facilities ;
- (e) The rendering of technical assistance and services.

2. The cooperation envisaged in this Article shall be effected on terms and conditions to be agreed and in accordance with the laws, regulations and licensing requirements in force in Japan and in Canada respectively.

3. Each Contracting Party shall be responsible towards the other for ensuring that the provisions of this Agreement are accepted and complied with by all of its governmental enterprises, and by all persons under its jurisdiction, to which authorization has been granted by or pursuant to this Agreement.

Article II

1. The Contracting Parties shall, to such extent as is practicable, assist each other on matters within the scope of this Agreement. They shall encourage and facilitate cooperation between their governmental enterprises and persons under their jurisdiction, on matters within the scope of this Agreement.

2. Either Contracting Party, its governmental enterprises or persons under its jurisdiction may supply to or receive from the other Contracting Party or governmental enterprises, or persons under the jurisdiction of either Contracting Party, information on matters within the scope of this Agreement.

3. Governmental enterprises, and persons under the jurisdiction, of either Contracting Party may, with the general or specific authorization of their Government, supply to or receive from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction, equipment, facilities, materials, source material, special nuclear material and fuel, on commercial terms or as otherwise agreed.

4. Governmental enterprises, and persons under the jurisdiction, of either Contracting Party may, with the general or specific authorization of their Government if required, deal directly with, and perform or receive services for or from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction on matters within the scope of this Agreement.

Article III

Any supply pursuant to this Agreement shall be subject to the provisions of this Agreement and, in particular, to the following conditions :

(a) Information obtained by either Contracting Party pursuant to this Agreement may be transferred to a third party, unless otherwise specified at or before the time of supply ;

(b) (i) Unless otherwise specified by the supplying Contracting Party at or before the time of initial supply, equipment and materials obtained pursuant to this Agreement, and identified material, may be transferred to governmental enterprises of the recipient Contracting Party and persons under the jurisdiction of the said Contracting Party subject, however, to the specific authorization of the latter ;

(ii) Equipment (other than nuclear reactors) and materials obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party, if so specified by the supplying Contracting Party at or before the time of initial supply ;

(iii) Identified material and nuclear reactors obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party without the prior written consent of the supplying Contracting Party ;

(c) Source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to purchase for use for peaceful purposes only any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed for the use of the recipient Contracting Party, its governmental enterprises or persons under its jurisdiction ;

(d) Source material, special nuclear material and fuel obtained pursuant to this Agreement shall not be processed or altered in form or content after irradiation except as authorized in writing by the supplying Contracting Party, and processing and alteration so authorized shall be effected in facilities acceptable to the supplying Contracting Party ;

(e) Representatives of the Contracting Parties shall consult with each other on the matter of precautions with which identified material is to be secured.

Article IV

1. Until such time as the relevant safeguards are administered by the International Atomic Energy Agency as envisaged in paragraph 3 of this Article, each supplying Contracting Party shall be permitted to assure itself that the provisions of this Agreement are complied with and, in particular, that identified material is being used for peaceful purposes only, and to that end the supplying Contracting Party shall have the right to :

(a) Examine the design of equipment (including nuclear reactors) or facilities in which identified material is to be used or stored, with a view to ensuring that

such identified material will not further any military purpose and that effective application of the safeguards provided for in this Agreement shall be feasible ;

- (b) Require the maintenance and production of adequate records to assist in ensuring accountability for identified material, and call for and receive periodic reports based on such records ;
- (c) Satisfy itself that the means to be used for the chemical processing of identified material after irradiation will not lend themselves to diversion of identified material to military use ;
- (d) Send representatives, designated by it after consultation with the other Contracting Party, into the territory under the jurisdiction of the latter, which representatives shall have access at all times to all places, equipment and facilities where identified material is used, stored or located, to all data relating to such identified material, and to all persons who by reason of their occupation deal with such identified material or such data, as may be necessary to account for all identified material and to determine whether such identified material is being used for peaceful purposes only. Such representatives, provided they shall not thereby be delayed or otherwise impeded in the exercise of their functions, shall be accompanied by representatives of the other Contracting Party if the latter so requests.

2. Subject to their responsibilities to their respective governments pursuant to the provisions of this Article, representatives and other officials of either Contracting Party who by reason of their official duties arising from the provisions of this Article might acquire any industrial secret or other confidential information shall not make any disclosure of such information.

3. It being the intention of the Contracting Parties to avail themselves, as soon as practicable, of the safeguards facilities created by the International Atomic Energy Agency, the Contracting Parties may, in respect of this Agreement, request the said Agency to apply, in such respects and to such extent as the Contracting Parties may from time to time agree, safeguards in accordance with Article XII of the Statute of the said Agency. Consultations looking to such agreement shall take place upon the request of either Contracting Party.

4. Each Contracting Party, if it has determined that identified material is furthering a military purpose, shall have the right to call upon the other Contracting Party to take corrective steps and, in case such steps are not taken within a reasonable time, shall have the right to suspend or cancel scheduled delivery of source material, special nuclear material and fuel, and to require the return of all identified material under the control or within the jurisdiction of the other Contracting Party.

Article V

1. There shall be excluded from the scope of this Agreement :

- (a) The supply of information, equipment, facilities, or materials, and access to equipment or facilities considered by a Contracting Party as primarily of military significance, and the employment for any military purpose of information, equipment, facilities or materials obtained pursuant to this Agreement or identified material ;
- (b) The supply of information and the transfer of proprietary or patent rights received from a third party under terms preventing such supply or transfer ;
- (c) The supply of information developed or owned by, and the transfer of proprietary or patent rights owned by, persons under the jurisdiction of the supplying Contracting Party unless with the consent of and under terms to be specified by such persons ;
- (d) The supply of information regarded by the supplying Contracting Party as being of commercial value unless under terms specified by the said Contracting Party.

2. Unless otherwise specified at the time of transmission nothing in this Agreement shall be interpreted as imposing any responsibility with regard to the accuracy of any information supplied pursuant to this Agreement, or with regard to the suitability for any particular use or to the accuracy of specifications of equipment, facilities, materials, source material, special nuclear material or fuel supplied pursuant to this Agreement.

Article VI

Representatives of the Contracting Parties shall consult with each other from time to time on matters arising out of the application of this Agreement.

Article VII

For the purpose of this Agreement, except as otherwise specified therein :

- (a) "Equipment" means any apparatus, device, or machine of particular utility in research, development, use, processing or storage relating to atomic energy activities ;
- (b) "Facilities" means all plants, buildings, or structures containing or incorporating equipment as defined in paragraph (a) of this Article, or otherwise particularly suited or used for atomic energy activities ;

- (c) "Materials" means all radioactive substances, all other substances of special applicability to or importance in atomic energy activities (such as heavy water and zirconium), and such other substances as may be agreed between the Contracting Parties ; but materials shall not include identified material as defined in paragraph (g) of this Article ;
- (d) "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 material containing one or more of the foregoing in such concentration as may be agreed between the Contracting Parties ; and such other material as may be agreed between the Contracting Parties ;
- (e) "Special nuclear material" means plutonium ; uranium-233 ; uranium-235 ; uranium enriched in the isotopes 233 or 235 ; any material containing one or more of the foregoing ; and such other material as may be agreed between the Contracting Parties ; but the term "special nuclear material" shall not include source material ;
- (f) "Fuel" means source material or special nuclear material or both when intended or suitable in form and quantity for introduction into a nuclear reactor to assist in producing or maintaining a nuclear chain reaction ;
- (g) "Identified material" means source material, special nuclear material or fuel obtained pursuant to this Agreement, or special nuclear material derived from the use of source material, special nuclear material or fuel obtained pursuant to this Agreement or produced in a nuclear reactor obtained pursuant to this Agreement ;
- (h) "Governmental enterprises" means Atomic Energy of Canada Limited and Eldorado Mining and Refining Limited, as for the Government of Canada, and such other enterprises under the jurisdiction of either Government as may be agreed between the Contracting Parties ;
- (i) "Persons" means individuals, firms, corporations, companies, partnerships, associations and other entities private or governmental, and their respective agents and local representatives ; but the term "persons" shall not include governmental enterprises as defined in paragraph (h) of this Article ;
- (j) "Unclassified information" means information not bearing the security classification of "confidential", "secret" or "top secret".

Article VIII

1. This Agreement shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force upon the date of exchange of notes indicating such approval.

2. This Agreement shall remain in force for a period of ten years, and thereafter until six months after notice of termination has been given by either Contracting Party to the other, unless such notice has been given six months prior to the expiry of the said period of ten years.

IN WITNESS WHEREOF the undersigned, duly authorized for this purpose by their respective Governments, have signed this Agreement and have affixed hereunto their seals.

DONE in duplicate at Ottawa this second day of July, One thousand nine hundred and fifty-nine, in the Japanese and English languages, both texts being equally authentic.

For the Government of Japan :
Toru HAGUIWARA

For The Government of Canada :
H. C. GREEN

PROTOCOL

At the time of signing the Agreement between the Government of Japan and the Government of Canada for Cooperation in the Peaceful Uses of Atomic Energy¹ (hereinafter referred to as "the Agreement"), the undersigned, duly authorized by their respective Governments, have further agreed on the following provisions, which shall be considered an integral part of the Agreement ;

The provisions of the Agreement shall apply to any source material which is supplied from Canada to the Japan Atomic Fuel Corporation, as authorized by the Government of Japan, after the date of signature of the Agreement and prior to the date of entry into force thereof.

IN WITNESS WHEREOF the undersigned have signed this protocol and have affixed hereunto their seals.

DONE in duplicate at Ottawa this second day of July, One thousand nine hundred and fifty-nine, in the Japanese and English languages, both texts being equally authentic.

For the Government of Japan :
Toru HAGUIWARA

For the Government of Canada :
H. C. GREEN

¹ See p. 262 of this volume.