

No. 9494

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

**and
JAPAN**

**Agreement for co-operation in the peaceful uses of atomic
energy (with Memorandum of Understanding). Signed
at Tokyo on 6 March 1968**

Authentic texts: English and Japanese.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
8 April 1969.*

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

**et
JAPON**

**Accord de coopération pour l'utilisation de l'énergie atomique
à des fins pacifiques (avec Mémorandum d'accord). Signé
à Tokyo le 6 mars 1968**

Textes authentiques: anglais et japonais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
8 avril 1969.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF JAPAN FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan;

Desiring to continue to co-operate in the promotion and development of the peaceful uses of atomic energy;

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 Contracting Parties shall make available to each other unclassified information on such terms as may be agreed and shall facilitate exchanges of unclassified information between persons under the jurisdiction of either Contracting Party and persons under the jurisdiction of the other Contracting Party with a view to forwarding the peaceful uses of atomic energy.
- (b) Either Contracting Party, or persons under its jurisdiction authorised by it, may supply to or receive from the other Contracting Party, or persons under its jurisdiction authorised by it, fuel or component parts thereof, other material including plutonium and uranium enriched in the isotope U-235, equipment, facilities and other requisites for atomic energy research and development and for any other peaceful uses of atomic energy, on such terms as may be agreed.
- (c) Either Contracting Party, or persons under its jurisdiction authorised by it, may perform or receive services for or from the other Contracting Party, or persons under its jurisdiction authorised by it, on matters within the scope of the present Agreement on such terms as may be agreed.

¹ Came into force on 15 October 1968, the date on which the Government of the United Kingdom of Great Britain and Northern Ireland received from the Government of Japan written notification that Japan had approved the Agreement in accordance with its legal procedures, in accordance with article X (1).

(2) The Contracting Parties may also collaborate for the promotion and development of the peaceful uses of atomic energy in ways additional to those enumerated in the preceding paragraph.

Article II

The Government of the United Kingdom shall supply or shall assist in securing the supply to the Government of Japan, or persons under the latter's jurisdiction authorised by it, on such terms as may be agreed, fuel or component parts thereof or other material of such quality and quantity, and such fuel services, 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 or the 1958 Agreement.¹

Article III

Each Contracting Party shall ensure that the equipment and facilities obtained pursuant to the present Agreement or the 1958 Agreement and material so obtained, special fissionable materials recovered or produced as a by-product, or material substituted for such material or such special fissionable materials:

- (a) shall be used only for peaceful purposes;
- (b) shall, within its jurisdiction, be transferred only to persons authorised by it; and
- (c) shall not be transferred beyond its jurisdiction without the prior consent of the other Contracting Party.

Article IV

The Contracting Parties, bearing in mind that in accordance with an Agreement between them and the International Atomic Energy Agency signed on September 26, 1967,² the Agency has been applying safeguards to material, equipment and facilities supplied pursuant to the 1958 Agreement and recognizing the desirability of continuing to make use of the facilities and services of the Agency, shall arrange as soon as possible, subject to the concurrence of the Agency, that safeguards consistent with those set out in Article V of the present Agreement shall be administered in accordance with agreements to be concluded by them with the Agency to ensure the fulfilment of obligations arising under Article III of the present Agreement, unless such arrangements can be achieved concurrently with the entry into force of the present Agreement.

¹ United Nations, *Treaty Series*, Vol. 325, p. 185 and Vol. 588, p. 322.

² United Nations, *Treaty Series*, Vol. 633, p. 73.

Article V

When the relevant safeguards are not being administered in accordance with agreements with the Agency as envisaged in Article IV of the present Agreement:

- (a) the supplying Contracting Party shall have the following rights in order to assure itself that the undertakings set out in Article III of the present Agreement are complied with:
- (i) to examine the design of equipment and facilities supplied to the other Contracting Party, or persons under its jurisdiction authorised by it, pursuant to the present Agreement or the 1958 Agreement, or in which any material supplied pursuant to the present Agreement or the 1958 Agreement or any special fissionable materials recovered or produced as a by-product, or material substituted for such material or such special fissionable materials are to be employed or processed, provided that such examination shall be made only to such minimum extent as is required to ensure the effective application of the provisions of the present Agreement. The representatives appointed by the supplying Contracting Party to make such examinations shall not, subject to their responsibilities to their Government, 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 other Contracting Party, 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, equipment or facilities supplied pursuant to the present Agreement or the 1958 Agreement, for the purpose of accounting for source material or special fissionable material so supplied and special fissionable materials recovered or produced as a by-product or for material substituted for any such source material or special fissionable materials and of determining whether there is compliance with the provisions of Article III of the present Agreement, and shall be permitted to make their own measurements for these purposes. Such representatives shall be accompanied, if the receiving Contracting Party so requests, by representatives appointed by it, provided that they shall not thereby be delayed or otherwise impeded in the exercise of their functions. The representatives appointed by the supplying Contracting Party shall not, subject to their responsibilities to their Government, disclose any industrial or other confidential information coming to their knowledge by reason of their official duties;
- (b) the receiving Contracting Party undertakes to maintain such operating records as may be necessary to ensure that an accurate account shall at all times be kept of the source material or special fissionable materials or material substituted therefor referred to in paragraph (a) (ii) of this Article and to make available such records to the supplying Contracting Party when required by it;

- (c) the Contracting Parties undertake to facilitate application of the safeguards provided for in paragraphs (a) and (b) of this Article;
- (d) in the application of paragraphs (a) and (b) of this Article the Contracting Parties shall have regard to the principles and procedures of the Agency's safeguards system.

Article VI

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 Contracting Party:

- (a) with regard to the accuracy or completeness of any information communicated pursuant to the present Agreement or the 1958 Agreement;
- (b) for the consequences of the use made of such information or any material, equipment or facilities supplied pursuant to the present Agreement or the 1958 Agreement, in the country of the person (including either Contracting Party as the case may be) receiving it; and
- (c) with regard to the suitability of such information, material, equipment or facilities for any particular use or application.

Article VII

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.

Article VIII

The rights and obligations of the Contracting Parties in respect of information, material, equipment and facilities transferred pursuant to the 1958 Agreement shall be the same as if such information, material, equipment and facilities had been transferred pursuant to the present Agreement. The rights and obligations of the Contracting Parties in respect of information, material, equipment and facilities to be transferred under contracts concluded pursuant to the 1958 Agreement and still in force shall be the same as if such contracts had been concluded pursuant to the present Agreement.

Article IX

For the purposes of the present Agreement:

“Agency” means the International Atomic Energy Agency.

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

“Facilities” means all buildings or structures, specially suitable for use in an atomic energy programme.

“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 fissionable material, moderators, and any other substance which is determined by the Contracting Parties to be material.

“Person” includes any body of persons, corporate or unincorporate, but does not include the Government of the United Kingdom or the Government of Japan, 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” and “special fissionable material” have the meanings assigned to them in the Statute of the Agency.

“Special fissionable materials recovered or produced as a by-product” means special fissionable material derived by one or more processes from the use of any material, equipment of facilities supplied pursuant to the present Agreement or the 1958 Agreement.

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

“The 1958 Agreement” means the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan for Co-operation in the Peaceful Uses of Atomic Energy signed at London on June 16, 1958.¹

Article X

(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.

(2) The present Agreement shall upon its entry into force supersede the 1958 Agreement.

¹ United Nations, *Treaty Series*, Vol. 325, p. 185.

(3) The present Agreement shall remain in force for a period of thirty years.

(4) If the Contracting Parties are unable to agree within a reasonable time on the safeguards arrangements envisaged in Article IV of the present Agreement, either Party may by notification in writing terminate the present Agreement. In this event each Contracting Party may require the return of all special fissionable material supplied pursuant to the present Agreement or the 1958 Agreement and then being under the jurisdiction of the other Contracting Party, subject to payment therefor at prices then current.

(5) When the relevant safeguards are not being administered as envisaged in Article IV of the present Agreement, either Contracting Party shall have the right, in the event of any failure on the part of the other Contracting Party to carry out the undertakings set out in Articles III and V of the present Agreement, to require that Contracting Party to take corrective steps. If such corrective steps are not taken within a reasonable time, the Contracting Party which may have required them shall thereupon have the right to terminate the present Agreement by notification in writing. In this event either Contracting Party may require the termination of contracts made pursuant to the present Agreement or the 1958 Agreement and the return of any fuel or special fissionable material supplied pursuant to the present Agreement or the 1958 Agreement, or special fissionable materials recovered or produced from the use thereof, and then being under the jurisdiction of the other Contracting Party, subject to payment therefor at prices then current.

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

DONE in duplicate at Tokyo this sixth day of March 1968 in the English and Japanese languages, both texts being equally authoritative.

For the Government
of the United Kingdom of Great Britain
and Northern Ireland:
John PILCHER

For the Government
of Japan:
Takeo MIKI

MEMORANDUM OF UNDERSTANDING RELATING TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF JAPAN FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY SIGNED AT TOKYO ON MARCH 6, 1968

It is the understanding of the two Governments that:

1. Should circumstances arise which make provisions of the Agreement inappropriate, the Contracting Parties will consult together with a view to amending such provisions. Such consultations will take place should either party consider this necessary in the event of the adherence of the United Kingdom to the Treaty establishing the European Atomic Energy Community signed at Rome on March 25, 1957¹ or to any treaty which might replace it. Such consultations will, in any event, take place if one or both of the Contracting Parties should become party to a treaty for non-proliferation of nuclear weapons and the Agreement will, if necessary, be amended so as to be consistent with such a treaty.

2. In the light of the provisions of Article V (*d*) of the Agreement, equipment and facilities the design of which shall be examined in accordance with the provisions of Article V (*a*) (i) of the Agreement will be limited to principal nuclear facilities as defined in the International Atomic Energy Agency's Safeguards System (1965) set forth in Document INFCIRC/66 and any annexes or amendments thereto as may be adopted by the Agency's Board of Governors.

Tokyo, March 6, 1968

For the Government
of the United Kingdom of Great Britain
and Northern Ireland:
John PILCHER

For the Government
of Japan:
Takeo MIKI

¹ United Nations, *Treaty Series*, Vol. 298, p. 169.