

No. 14705

**JAPAN
and
AUSTRALIA**

Agreement for co-operation in the peaceful uses of atomic energy (with exchange of notes). Signed at Canberra on 21 February 1972

Authentic texts of the Agreement: Japanese and English.

Authentic text of the exchange of notes: English.

Registered by Japan on 14 April 1976.

**JAPON
et
AUSTRALIE**

Accord de coopération pour l'utilisation de l'énergie atomique à des fins pacifiques (avec échange de notes). Signé à Canberra le 21 février 1972

Textes authentiques de l'Accord : japonais et anglais.

Texte authentique de l'échange de notes : anglais.

Enregistré par le Japon le 14 avril 1976.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The Government of Japan and the Government of the Commonwealth of Australia,

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

Confirming their intention that the information, material, equipment and facilities supplied according to the present Agreement shall be used only for peaceful purposes,

Recognizing Japan's needs for uranium resources and Australia's desire to develop its uranium industry,

Have agreed as follows:

Article I. (1) Subject to the provisions of the present Agreement, and the laws, regulations, licence requirements and administrative procedures from time to time in force in each country, 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 encourage collaboration between their respective organizations, public and private, by exchanges of experts, including those in the field of science and technology. When execution of an agreement or contract pursuant to the present Agreement between Japanese and Australian organizations requires such exchanges of experts, the Contracting Parties shall facilitate the entry of such experts to their territory and their stay therein.
- (b) The Contracting Parties shall facilitate supply and exchange of unclassified information on such terms as may be agreed, either between themselves or between persons under their jurisdiction or between either Contracting Party and persons under the jurisdiction of the other Contracting Party.
- (c) Either Contracting Party, or persons under its jurisdiction authorized by it, may supply to or receive from the other Contracting Party, or persons under its jurisdiction authorized by it, material, equipment, facilities and other requisites for peaceful uses of atomic energy, on such terms as may be agreed between the supplier and the recipient.
- (d) Either Contracting Party, or persons under its jurisdiction authorized by it, may perform or receive services for or from the other Contracting Party or persons under its jurisdiction authorized by it on matters within the scope of the present Agreement on such terms as may be agreed between the supplier and the recipient.

¹ Came into force on 28 July 1972, the date on which the Parties exchanged notes informing each other that their respective constitutional and other requirements had been complied with, in accordance with article X.

(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. (1) Each Contracting Party shall ensure that the material, the equipment and facilities obtained by it or by persons under its jurisdiction authorized by it, pursuant to the present Agreement, and special fissionable material recovered or produced as a by-product:

(a) shall be used only for peaceful purposes;

(b) shall, within its jurisdiction, be transferred only to persons authorized by it.

(2) Each Contracting Party shall ensure that any source material or any special fissionable material obtained by it or by persons under its jurisdiction authorized by it, pursuant to the present Agreement, or any special fissionable material recovered or produced as a by-product, shall not be transferred beyond its jurisdiction or to any international organization without being subject to the International Atomic Energy Agency (hereinafter called "the Agency") safeguards, or, if it is not so subject, without the prior consent of the supplying Contracting Party.

Article III. (1) In order to ensure the fulfilment of obligations arising under Article II of the present Agreement, the Contracting Parties undertake to conclude with the Agency subject to the concurrence of the Agency, and pursuant to the relevant provisions of the Statute of the Agency a trilateral Agreement on safeguards consistent with the provisions of Article IV of the present Agreement. Such trilateral Agreement shall be concluded, as far as practicable, concurrently with the entry into force of the present Agreement.

(2) The safeguards under the present Agreement shall not be applied to any source material, special fissionable material, equipment or facilities obtained pursuant to the present Agreement, any special fissionable material recovered or produced as a by-product, or equipment or facilities in which any source material or special fissionable material so obtained, or any special fissionable material recovered or produced as a by-product is employed or processed, if these materials, equipment or facilities are subject to the Agency safeguards in the territory of the receiving Contracting Party according to the international agreements to which that receiving Contracting Party is a party on the date of entry into force of the present Agreement.

(3) If either Contracting Party concludes with the Agency the agreement referred to in Article III, paragraph 4 of the Treaty on the Non-Proliferation of Nuclear Weapons,¹ such agreement shall, for the period of its effectiveness, suspend the application of the safeguards of the trilateral Agreement provided for in paragraph (1) of this Article, in so far as that Contracting Party is concerned.

Article IV. When the safeguards provided for in Article III of the present Agreement are inoperative:

(a) the supplying Contracting Party shall have the following rights, in order to assure itself that the undertakings set out in Article II of the present Agreement are complied with:

¹ United Nations, *Treaty Series*, vol. 729, p. 161.

- (i) to examine the design of equipment and facilities supplied to the other Contracting Party or persons under its jurisdiction authorized by it pursuant to the present Agreement, or in which any source material or special fissionable material supplied pursuant to the present Agreement or any special fissionable material recovered or produced as a by-product are to be employed or processed, provided that such examination shall be made only to such minimum extent as is required to ensure that there is compliance with the provisions of the present Agreement; and
- (ii) to appoint, after consultation with the other Contracting Party, representatives who shall have access, as necessary, 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, for the purpose of verifying the accuracy of accounting for source material or special fissionable material so supplied and special fissionable material recovered or produced as a by-product and of determining whether there is compliance with the provisions of Article II 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 receiving Contracting Party, 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 for the purposes of sub-paragraphs (i) and (ii) above shall not, subject to their responsibilities to their Government for safeguards, disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties;

- (b) the receiving Contracting Party undertakes to maintain such records as may be necessary to ensure that an accurate account shall at all times be kept of the source material or special fissionable material 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 the application of the safeguards provided for in paragraphs (a) and (b) of this Article; and
- (d) in the application of paragraphs (a) and (b) of this Article, the Contracting Parties shall respect the principles and procedures of the Agency's safeguards system.

Article V. (1) Agreements and contracts made pursuant to Article I of the present Agreement may contain, as necessary, the conditions governing the responsibility of the parties to those agreements and contracts.

(2) Subject to the obligations specified in the present Agreement as belonging to the Contracting Parties, nothing in the present Agreement shall be interpreted as imposing on either Contracting Party any responsibility arising from the implementation of such agreements and contracts.

Article VI. 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 VII. For the purpose of the present Agreement:

(a) "Equipment" means major items of machinery, plant or instrumentation, or major components thereof, specially designed and/or manufactured for use in an atomic energy programme.

(b) "Facilities" means all buildings or structures, specially designed and/or built for use in an atomic energy programme.

(c) "Material" means source material, special fissionable material and such other substance as may be agreed between the Contracting Parties.

(d) "Person" includes any association of persons, whether incorporated or not, and any public authority incorporated under statute, but does not include the Government of Japan or the Government of the Commonwealth of Australia.

(e) "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 may be agreed between the Contracting Parties; and such other substance as may be agreed between the Contracting Parties.

(f) "Special fissionable material" means plutonium; uranium-233; uranium-235; uranium enriched in the isotopes 233 or 235; any substance containing one or more of the foregoing; and such other substance as may be agreed between the Contracting Parties. The term "special fissionable material" shall not include source material.

(g) "Special fissionable material recovered or produced as a by-product" means special fissionable material derived by one or more processes from the use of any source material or special fissionable material, equipment or facilities supplied pursuant to the present Agreement.

(h) "Unclassified information" means information not bearing the security classification of confidential, secret or top secret.

Article VIII. (1) Either Contracting Party may extend the present Agreement to the territories for the international relations of which that Contracting Party is responsible. Any such extension shall be notified in writing through the diplomatic channel by the responsible Contracting Party.

(2) Until such time as the present Agreement is extended to a territory included within the scope of paragraph (1) above, the provisions of paragraph (2) of Article II shall be deemed to apply to the transfer to that territory.

Article IX. (1) Subject to the provisions of paragraph (2) of this Article, the present Agreement shall remain in force for a period of 25 years. Thereafter it shall continue in force until 180 days after the day on which either Contracting Party shall have received from the other Contracting Party notice in writing of its desire to terminate the present Agreement.

(2) In applying the provisions of 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 Article II 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.

(3) In the event that the present Agreement is terminated under paragraph (2) above, either Contracting Party may require the termination of agreements and contracts made pursuant to the present Agreement and the return of special fissionable material supplied pursuant to the present Agreement and then being under the jurisdiction of the other Contracting Party, subject to payment therefor at prices then current.

(4) Should circumstances arise which in the view of either Contracting Party make any of the provisions of the present Agreement inappropriate or, in any event, within ten years after the entry into force of the present Agreement, the Contracting Parties shall consult together with a view to determining whether it shall be revised.

Article X. The present Agreement shall come into force on the date on which the Contracting Parties exchange Notes notifying each other that their respective constitutional and other requirements necessary to give effect to the present Agreement have been complied with.

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

DONE in duplicate at Canberra this twenty-first day of February, one thousand nine hundred and seventy-two, in the Japanese and English languages, both texts being equally authoritative.

For the Government
of Japan:

SHIZUO SAITO

For the Government
of the Commonwealth
of Australia:

NIGEL BOWEN

EXCHANGE OF NOTES

I

Canberra, 21st February, 1972

Excellency,

I have the honour to refer to the Agreement between the Government of Japan and the Government of the Commonwealth of Australia for Co-operation in the Peaceful Uses of Atomic Energy signed today, and to confirm the following understanding which has been reached during the negotiations leading to the conclusion of the Agreement:

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

If the Government of the Commonwealth of Australia concurs, I suggest that the present Note and Your Excellency's reply be regarded as placing this understanding on record.

Accept, Excellency, the renewed assurances of my highest consideration.

SHIZUO SAITO

The Hon. Nigel Bowen, Q. C.
Minister for Foreign Affairs
for the Commonwealth of Australia

II

Canberra, 21st February, 1972

Excellency,

I have the honour to refer to Your Excellency's Note dated today, regarding the Agreement between the Government of the Commonwealth of Australia and the Government of Japan for Co-operation in the Peaceful Uses of Atomic Energy signed today, in which Your Excellency set forth the following understanding which has been reached during the negotiations leading to the conclusion of the Agreement:

[*See note I*]

I have further the honour to inform Your Excellency that the Government of the Commonwealth of Australia concurs in the foregoing understanding and confirm that Your Excellency's Note and this reply be regarded as placing this understanding on record.

Accept, Excellency, the renewed assurances of my highest consideration.

NIGEL BOWEN

His Excellency Mr. Shizuo Saito
Ambassador Extraordinary and Plenipotentiary of Japan
