

**No. 14706**

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**JAPAN  
and  
FRANCE**

**Agreement on co-operation in the peaceful uses of nuclear  
energy. Signed at Tokyo on 26 February 1972**

*Authentic texts: Japanese and French.*

*Registered by Japan on 14 April 1976.*

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**JAPON  
et  
FRANCE**

**Accord de coopération pour l'utilisation de l'énergie nu-  
cléaire à des fins pacifiques. Signé à Tokyo le 26 fé-  
vrier 1972**

*Textes authentiques : japonais et français.*

*Enregistré par le Japon le 14 avril 1976.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF JAPAN AND  
THE GOVERNMENT OF THE FRENCH REPUBLIC ON CO-  
OPERATION IN THE PEACEFUL USES OF NUCLEAR  
ENERGY

The Government of Japan and the Government of the French Republic,

Taking note of the progress in collaboration in the nuclear field between Japan and France,

Desiring to promote such collaboration through a bilateral agreement on co-operation in the peaceful uses of nuclear energy,

Confirming their intention to use only for peaceful purposes the information, materials, equipment and facilities supplied pursuant to this Agreement,

Have agreed as follows:

*Article I.* 1. In accordance with this Agreement, the Contracting Parties shall, with a view to promoting and developing the peaceful uses of nuclear energy in the two countries, collaborate in the following ways:

- (a) The Contracting Parties shall promote collaboration between their public and private organizations through exchange of experts, in particular researchers and technicians. Where the performance of an agreement or contract between Japanese and French organizations involves such exchanges, each Contracting Party shall facilitate the entry of such experts into its territory and their stay therein.
- (b) The Contracting Parties shall facilitate exchanges of unclassified information with each other, between persons under their jurisdiction, and between one Contracting Party and one or more persons under the jurisdiction of the other Contracting Party. The terms governing such exchanges of information shall be determined on a case-by-case basis by agreement between the Contracting Parties and/or the persons concerned.
- (c) Either Contracting Party, or authorized persons under its jurisdiction, may supply to or receive from the other Contracting Party, or authorized persons under its jurisdiction, such materials (including, in particular, source materials and special fissionable materials), equipment, facilities and other items as are necessary for the peaceful uses of nuclear energy. The conditions governing such operations shall be determined on a case-by-case basis by agreement between the Contracting Parties and/or the persons concerned.
- (d) Either Contracting Party, or authorized persons under its jurisdiction, may perform or receive services within the scope of this Agreement, for or

<sup>1</sup> Came into force on 22 September 1972, the date of the exchange of the notifications by which the two Governments informed each other that it had been approved as provided for by their constitutional provisions, in accordance with article X.

from the other Contracting Party, or authorized persons under its jurisdiction, on terms to be determined on a case-by-case basis by agreement between the Contracting Parties and/or the persons concerned.

2. The Contracting Parties may also collaborate for the promotion and development of the peaceful uses of nuclear energy in ways additional to those enumerated in paragraph 1 of this article, including, in particular, co-operation in prospecting for mining and using source materials.

*Article II.* 1. Each Contracting Party shall ensure that the materials, equipment and facilities obtained pursuant to this Agreement and the special fissionable materials recovered or produced as a by-product:

- (a) are used only for peaceful purposes;
- (b) are, within its jurisdiction, transferred only to persons authorized by it.

2. Each Contracting Party shall ensure that no source material or special fissionable material received pursuant to this Agreement and no special fissionable material recovered or produced as a by-product is transferred to any State or international organization unless the safeguards of the International Atomic Energy Agency (hereinafter referred to as "the Agency") are applied to it before the transfer or the prior consent of the supplying Contracting Party is obtained.

*Article III.* 1. With a view to ensuring the fulfilment of obligations arising under article II of this Agreement, the Contracting Parties undertake to conclude with the Agency, subject to its concurrence and in conformity with its statute, a trilateral agreement providing safeguards consistent with the provisions of article IV of this Agreement. The said trilateral agreement shall, in so far as possible, be concluded at the time of the entry into force of this Agreement.

2. The safeguards referred to in this Agreement shall not apply to source materials, special fissionable materials, equipment or facilities obtained pursuant to this Agreement, to special fissionable materials recovered or produced as a by-product, or to equipment or facilities in which any source materials or special fissionable materials obtained pursuant to this Agreement or any special fissionable materials recovered or produced as a by-product are employed or processed, if the said materials, equipment or facilities are subject to the Agency's safeguards in the territory of the recipient Contracting Party, under international commitments entered into by that Contracting Party before the date of entry into force of this 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<sup>1</sup> or any similar agreement acceptable to the other Contracting Party, such an agreement, so long as it remains in force, shall suspend the application of the safeguards provided for in the trilateral agreement referred to in paragraph 1 of this article in so far as the first-mentioned Contracting Party is concerned.

<sup>1</sup> United Nations, *Treaty Series*, vol. 729, p. 161.

*Article IV.* If the safeguards referred to in article III of this Agreement are not applied:

- (a) the supplying Contracting Party shall have the following rights in order to assure itself that the undertakings set out in article II of this Agreement are complied with:
  - (i) to examine the design of equipment and facilities which are supplied to the other Contracting Party, or to authorized persons under its jurisdiction, pursuant to this Agreement, or in which any source materials or special fissionable materials supplied pursuant to this Agreement or any special fissionable materials recovered or produced as a by-product are employed or processed. Such examination shall, however, be made only to the minimum extent required to ensure compliance with this Agreement;
  - (ii) to appoint, after consultation with the other Contracting Party, representatives who shall have access, whenever necessary, to all places and data and to any person who by reason of his occupation deals with materials, equipment or facilities supplied pursuant to this Agreement, for the purposes of verifying the accuracy of accounting for source materials or special fissionable materials so supplied and special fissionable materials recovered or produced as a by-product and of confirming that the provisions of article II of this Agreement are complied with; the said representatives shall be permitted to make their own measurements for such purposes; they shall be accompanied, if either Contracting Party so requests, by representatives appointed by the recipient Contracting Party, provided that they shall not thereby be delayed or impeded in the exercise of their functions;

The representatives appointed by the supplying Contracting Party for the purposes of subparagraphs (i) and (ii) above 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;

- (b) the recipient Contracting Party undertakes to maintain such records as may be necessary to ensure that an accurate accounting of the source materials or special fissionable materials referred to in paragraph (a) (ii) of this article is kept at all times and to make such records available to the supplying Contracting Party at the latter's request;
- (c) the Contracting Parties undertake to facilitate the application of the safeguards provided for in paragraphs (a) and (b) of this article;
- (d) in the application of the provisions 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 V.* The agreements and contracts concluded in accordance with the provisions of article I of this Agreement may, where necessary, specify the conditions relating to the responsibility of the parties thereto.

This Agreement may not be interpreted as imposing any responsibility on the Contracting Parties in connexion with the performance of such agreements and contracts.

*Article VI.* Nothing in this Agreement may be interpreted as affecting the obligations which on the date of signature of this Agreement are incumbent on either Contracting Party by reason of its being a party to any other international agreement relating to the peaceful uses of nuclear energy.

*Article VII.* Representatives of the Contracting Parties shall meet as the occasion requires to consult with each other on matters arising out of the application of this Agreement.

*Article VIII.* For the purposes of this Agreement:

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

(b) "Facilities" means all buildings or structures specially designed and/or erected for use in a nuclear-energy programme.

(c) "Person" means any individual, body corporate or other group, including, in particular, any public or private association, company or organization; the term shall not, however, apply to the Government of Japan or the Government of the French Republic.

(d) "Unclassified information" means information not included in the classification "Secret-Defence" (Japanese "*Hi-Bôei*", French "*confidentiel-défense*") or "Top Secret-Defence" (Japanese "*Gokuhi-Bôei*", French "*secret-défense*").

(e) "Source material" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing substances in the form of metal, alloy, chemical compound or concentrate; any other substance containing one or more of the foregoing substances in such concentration as the Contracting Parties may determine by agreement; and such other substances as may be determined by agreement between the Contracting Parties.

(f) "Special fissionable material" means plutonium; uranium 233; uranium 235; uranium enriched in the isotope 233 or 235; any substance containing one or more of the foregoing substances; and such other fissionable materials as the Contracting Parties may determine by agreement. The term "Special fissionable material" does not include source material.

(g) "Special fissionable materials recovered or produced as a by-product" means special fissionable materials derived from source materials or special fissionable materials supplied pursuant to this Agreement or obtained by one or more processes making use of equipment or facilities supplied pursuant to this Agreement.

(h) "Material" means source material, special fissionable material or any other substance which the Contracting Parties determine by agreement to be material.

*Article IX.* 1. Except in the event of the application of the provisions of paragraph 2 of this article, this Agreement shall remain in effect for a period of 10 years, after which either Contracting Party may notify the other Contracting Party of its intention to terminate this Agreement; in such a case the Agreement shall be terminated six months after the notification.

2. In connexion with the application of the provisions of article IV of this Agreement, each 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 this Agreement, to require the said other Contracting Party to take corrective steps. If such corrective steps are not taken within a reasonable time, the Contracting Party which required them shall have the right to denounce this Agreement by notification in writing. In the event of denunciation of this Agreement, either Contracting Party may require the termination of contracts concluded pursuant to this Agreement and the return of special fissionable materials which were supplied pursuant to this Agreement and are at that time under the jurisdiction of the other Contracting Party, subject to payment therefor at prices then current.

*Article X.* This Agreement shall be approved in accordance with the constitution of each of the two States. It shall enter into force on the date of the exchange of notifications attesting that the constitutional requirements in each State have been met.

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

DONE at Tokyo on 26 February 1972 in duplicate in the Japanese and French languages, both texts being equally authentic.

For the Government of Japan:

TAKEO FUKUDA

For the Government of the French Republic:

LOUIS DE GUIRINGAUD

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