

No. 4699

**JAPAN
and
UNITED STATES OF AMERICA**

**Agreement for co-operation concerning civil uses of atomic
energy (with exchange of notes and memorandum).
Signed at Washington, on 16 June 1958**

Official texts of the Agreement : English and Japanese.

Official text of the exchange of notes and memorandum : English.

Registered by Japan on 2 March 1959.

**JAPON
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins civiles (avec échange de notes et
mémoire). Signé à Washington, le 16 juin 1958**

Textes officiels de l'Accord : anglais et japonais.

Texte officiel de l'échange de notes et du mémoire : anglais.

Enregistré par le Japon le 2 mars 1959.

No. 4699. AGREEMENT¹ FOR CO-OPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 16 JUNE 1958

Whereas the Government of Japan and the Government of the United States of America, on November 14, 1955, signed an "Agreement for Cooperation Between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy";² and

Whereas the Government of Japan has advised the Government of the United States of America of its desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy including the design, construction, and operation of power-producing reactors; and

Whereas the Government of the United States of America desires to cooperate with the Government of Japan in such a program as hereinafter provided; and

Whereas the Parties desire to supersede the "Agreement for Cooperation Between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy", signed on November 14, 1955, with this Agreement which includes the new areas of cooperation;

The Parties agree as follows:

Article I

A. The "Agreement for Cooperation Between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy", signed on November 14, 1955, is superseded in its entirety on the day this Agreement enters into force.

B. This Agreement shall enter into force on the day on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of ten (10) years.

¹ Came into force on 5 December 1958, the day on which each Government received from the other Government written notification that it had complied with all statutory and constitutional requirements for the entry into force of the Agreement, in accordance with article I.

² United Nations, *Treaty Series*, Vol. 240, p. 361.

Article II

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall assist each other in the achievement of the use of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such material or equipment and devices or the furnishing of any such service involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate/because the information is privately owned or has been received from another Government.

Article III

Subject to the provisions of Article II, unclassified information including information in the specific fields set out below shall be exchanged between the Parties with respect to the application of atomic energy to peaceful uses, including research and development relating to such uses, and problems of health and safety connected therewith :

(a) The development, design, construction, operation, and use of research, demonstration power, experimental power, and power reactors ;

(b) Health and safety problems related to the operation and use of research, demonstration power, experimental power, and power reactors ;

(c) The use of radioactive isotopes and radiation in physical and biological research, medical therapy, agriculture, and industry.

Article IV

The application or use of any information (including design drawings and specifications) and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement, shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, materials, equipment and devices for any particular use or application.

*Article V**A. Research Materials*

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy as provided by Article III and under the limitations set forth in Article II, including source materials, special nuclear materials, by-product material, other radio-isotopes, and stable isotopes, will be exchanged for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially. In no case, however, shall the quantity of special nuclear materials under the jurisdiction of either Party, by reason of transfer under this Article, be, at any one time, in excess of 100 grams of contained U-235, 10 grams of plutonium, and 10 grams of U-233.

B. Research Facilities

Subject to the provisions of Article II, and under such terms and conditions as may be agreed, and to the extent as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available, when such facilities are not commercially available.

Article VI

With respect to the subjects of agreed exchange of information as provided in Article III, it is understood that the Government of Japan or the Government of the United States of America will permit persons under its own jurisdiction to make arrangements to transfer and export materials, including equipment and devices, to, and to perform services for, the other Government and such persons under its jurisdiction as are authorized by the other Government to receive and possess such materials and utilize such services, subject to :

- (a) The limitations in Article II ;
- (b) Applicable laws, regulations, and license requirements of the Government of Japan and the Government of the United States of America.

Article VII

A. The United States Commission will sell or lease, as may be agreed, to the Government of Japan uranium enriched up to twenty per cent (20 %) in the isotope U-235, except as otherwise provided in Paragraph C of this Article, in such quantities as may be agreed, in accordance with the terms, conditions, and delivery schedules set forth in contracts, for fueling defined research, experimental power, demonstration power, and power reactors which the Government of Japan, in consultation with the United States Commission, decides to construct or authorize private organizations to construct in Japan and for experiments required in relation thereto ;

provided, however, that the net amount of any uranium sold or leased hereunder during the period of this Agreement shall not exceed two thousand seven hundred (2,700) kilograms of contained U-235. This net amount shall be the gross quantity of contained U-235 in uranium sold or leased to the Government of Japan during the period of this Agreement less the quantity of contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or international organization with the approval of the Government of the United States of America.

B. Within the limitations contained in Paragraph A of this Article, the quantity of uranium enriched in the isotope U-235 transferred by the United States Commission under this Article and in the custody of the Government of Japan shall not at any time be in excess of the amount of material necessary for the full loading of each defined reactor project which the Government of Japan or persons under its jurisdiction decide to construct and fuel with United States fuel, as provided herein, plus such additional quantity as, in the opinion of the United States Commission, is necessary to permit the efficient and continuous operation of such reactor or reactors while replaced fuel elements are radio-actively cooling or in transit, or, subject to the provisions of Paragraph E, are being reprocessed in Japan, it being the intent of the United States Commission to make possible the maximum usefulness of the material so transferred.

C. The United States Commission may, upon request and in its discretion, make a portion of the foregoing special nuclear material available as material enriched up to ninety per cent (90 %) for use in a materials testing reactor, capable of operating with a fuel load not to exceed six (6) kilograms of contained U-235 in uranium.

D. It is understood and agreed that although the Government of Japan may distribute uranium enriched in the isotope U-235 to authorized users in Japan, the Government of Japan will retain title to any uranium enriched in the isotope U-235 which is purchased from the United States Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235.

E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the United States Commission in either United States Commission facilities or facilities acceptable to the United States Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the