

No. 4700

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

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at London, on 16 June 1958**

Official texts: English and Japanese.

Registered by Japan on 2 March 1959.

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

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins pacifiques. Signé à Londres, le
16 juin 1958**

Textes officiels anglais et japonais.

Enregistré par le Japon le 2 mars 1959.

No. 4700. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT LONDON, ON 16 JUNE 1958

The Government of Japan and the Government of the United Kingdom of Great Britain and Northern Ireland on their own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as the Authority) :

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy and in particular of the use of atomic energy for the generation of electric power :

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 Government of Japan and the Authority shall make available to each other unclassified information to the extent and in the manner specified in Article II of the present Agreement.
- (b) The Government of Japan and the Authority shall facilitate exchanges of unclassified information between persons in Japan on the one hand and persons in the United Kingdom on the other hand with a view to forwarding the peaceful uses of atomic energy.
- (c) The Authority shall assist the Government of Japan or persons authorised by that Government in obtaining research and power reactors from the United Kingdom and in obtaining assistance in the design, construction and operation of such reactors.
- (d) The Authority shall sell to the Government of Japan or persons authorised by that Government, or shall assist them in purchasing from the United Kingdom, fuel for the operation of research and power reactors in Japan as set out in Article III of the present Agreement.

¹ In accordance with article XI, the Agreement came into force on 5 December 1958, the date on which the Government of the United Kingdom received from the Government of Japan written notification that Japan had approved the Agreement in accordance with its legal procedures.

- (e) The Authority shall process used fuel from research and power reactors operating in Japan, to such an extent and on such commercial terms as may be agreed, or shall assist the Government of Japan or persons authorised by that Government in arranging for such processing in the United Kingdom.
 - (f) The Authority shall provide to the Government of Japan or to persons authorised by that Government, on commercial terms, assistance in the design, construction and operation of facilities for the manufacture of fuel in Japan and for the processing of used fuel in Japan, or shall facilitate the procurement by the Government of Japan or by persons authorised by that Government of such assistance.
 - (g) The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Government or by persons under their jurisdiction, of material, equipment and other requisites for the atomic energy research, development, and production programmes in their respective countries.
 - (h) The Authority shall provide, wherever possible, in their schools or in such other facilities of the Authority as may be agreed, or shall assist in obtaining elsewhere in the United Kingdom, training in subjects relevant to Japanese atomic energy programmes for students and trainees recommended by the Government of Japan.
- (2) The Contracting Parties may agree on ways of collaborating for the promotion and development of the peaceful uses of atomic energy additional to those enumerated in the preceding paragraph.

Article II

- (1) Subject to the rights of third parties, to the obligations entered into by either Contracting Party under any international agreement, and to the applicable laws, regulations and licence requirements in force in Japan and in the United Kingdom, the Government of Japan and the Authority will make available to each other unclassified research information concerning the peaceful uses of atomic energy which is relevant to the present or any projected atomic energy programme in the country of the party receiving the information and which is at the disposal of the other party.
- (2) The transmission of research or industrial information within the scope of the present Agreement which is regarded by the party transmitting that information as being of commercial value shall be made only at such time and on such commercial terms and conditions as may be agreed in each case.

(3) The party receiving the information under this Article shall have the right (save as may be specified in particular contracts made thereunder) :

- (a) to use it freely for his own purposes save that, if the information relates to an invention patented by the party transmitting the information in the country of the party receiving it, the use, including communication to any third party, shall be subject to such terms as may be agreed between them :
- (b) to communicate it to a third party, unless the party transmitting the information shall have stipulated to the contrary at the time of transmission. In the event of communication to a third party, the party so communicating the information shall be at liberty, subject to any patent rights of the party by whom the information was originary provided, to make whatever arrangements he wishes with that third party in respect of the use of the information and of the ownership of any results, including patentable inventions, which may be obtained from the use of the information.

Article III

(1) The Authority shall sell to the Government of Japan or to persons authorised by that Government, on commercial terms, or shall assist the Government of Japan or persons authorised by that Government in purchasing from the United Kingdom on commercial terms :

- (a) fuel of such quality and quantity 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 ;
- (b) to such an extent as may be agreed in particular contracts, fuel for the operation of other research and power reactors.

(2) The supply of fuel pursuant to paragraph (1) of this Article shall be subject to the following limitations and conditions :

- (a) that such fuel shall be used only in reactors obtained from the United Kingdom pursuant to the present Agreement or, with the consent of the Authority, in other reactors whose design has been approved in accordance with Article V (a) (i) of the present Agreement ;
- (b) that the quantity of such fuel shall not at any given time be in excess of the quantity needed for the full loading of any reactor or reactors referred to in sub-paragraph (2) (a) of this Article, together with such additional quantity for replacement as may be necessary for the efficient and continuous operation of such reactor or reactors ;
- (c) that when any such fuel has been discharged from any reactor after irradiation or has been discarded, or when any source material obtained from the United

Kingdom and irradiated in any reactor employing any part of such fuel requires processing, it shall be delivered to the Authority or to processing facilities approved in accordance with Article V (a) (i) of the present Agreement ;

- (d) that except as may be agreed between the Contracting Parties in any particular case no alteration shall be made of the form and content of the fuel or source material to which sub-paragraph (2) (c) of this Article applies after its removal from a reactor and before its delivery to the Authority or to the facilities referred to in sub-paragraph (2) (c) of this Article ;
- (e) that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of the fuel and source material to which sub-paragraph (2) (c) of this Article applies ; and that such records shall be made available to the Authority when required by them.

Article IV

It being the intention of the Contracting Parties that the information exchanged and the material and equipment supplied shall be used solely for the promotion and development of the peaceful uses of atomic energy, and it being the agreed policy of the Contracting Parties to avail themselves, as soon as practicable, of the facilities to be created by the International Atomic Energy Agency, the Contracting Parties shall consult with each other to determine in what respects and to what extent they desire to arrange in respect of the present Agreement for the administration by the International Atomic Energy Agency of safeguards in accordance with Article XII of the Statute of that Agency. Such consultations shall take place upon the request of either Contracting Party.

Article V

Until such time as the relevant safeguards shall be administered by the International Atomic Energy Agency as envisaged in Article IV of the present Agreement :

(a) The Government of the United Kingdom shall have the following rights in order to assure themselves that any material or equipment supplied pursuant to the present Agreement or any fissionable products are being used solely for peaceful purposes :

- (i) to examine the design of equipment and facilities, including nuclear reactors, which are to be made available to the Government of Japan or to persons under their jurisdiction pursuant to the present Agreement, or in which any material supplied pursuant to the present Agreement or any special fissionable materials recovered or produced as a by-product are to be employed or processed, and to approve it only from the viewpoint of assuring that it will not further any military purpose, and that it will permit effective application of the provisions of the present Agreement ; provided that, subject to their responsibilities to