

No. 5504

**JAPAN
and
CANADA**

**Agreement (with Protocol) for co-operation in the peaceful
uses of atomic energy. Signed at Ottawa, on 2 July 1959**

Official texts: English and Japanese.

Registered by Japan on 3 January 1961.

**JAPON
et
CANADA**

**Accord de coopération concernant l'utilisation pacifique
de l'énergie atomique (avec Protocole). Signé à Ottawa,
le 2 juillet 1959**

Textes officiels anglais et japonais.

Enregistré par le Japon le 3 janvier 1961.

No. 5504. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF CANADA FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT OTTAWA, ON 2 JULY 1959

The Government of Japan and the Government of Canada,

Conscious of the many benefits, including the increase of energy supplies, the raising of agricultural and industrial production, the wider availability of knowledge and means of combat disease, and the assistance of research directed to wholesome and fruitful purposes, which the application of atomic energy to peaceful uses may be expected to provide,

Desiring to accelerate and enlarge the contribution which the development of atomic energy can make to the welfare and prosperity of their peoples,

Recognizing the advantages to them both of effective cooperation in the promotion and development of the peaceful uses of atomic energy,

Intending, therefore, to cooperate with one another to these ends,

Have agreed as follows :

Article I

1. The cooperation intended by this Agreement relates to the peaceful uses of atomic energy and includes :

(a) The supply of unclassified information including that relating to :

- (i) Research and development ;
- (ii) Problems of health and safety ;
- (iii) Equipment and facilities (including the supply of designs, drawings and specifications ; and
- (iv) Uses of equipment, facilities, materials, source material, special nuclear material and fuel ;

(b) The supply of equipment, facilities, materials, source material, special nuclear material and fuel ;

(c) Transfer of patent rights ;

¹ Came into force on 27 July 1960, the date of exchange of notes indicating approval of the Agreement by each Contracting Party, in accordance with article VIII.

- (d) Access to and use of equipment and facilities ;
- (e) The rendering of technical assistance and services.

2. The cooperation envisaged in this Article shall be effected on terms and conditions to be agreed and in accordance with the laws, regulations and licensing requirements in force in Japan and in Canada respectively.

3. Each Contracting Party shall be responsible towards the other for ensuring that the provisions of this Agreement are accepted and complied with by all of its governmental enterprises, and by all persons under its jurisdiction, to which authorization has been granted by or pursuant to this Agreement.

Article II

1. The Contracting Parties shall, to such extent as is practicable, assist each other on matters within the scope of this Agreement. They shall encourage and facilitate cooperation between their governmental enterprises and persons under their jurisdiction, on matters within the scope of this Agreement.

2. Either Contracting Party, its governmental enterprises or persons under its jurisdiction may supply to or receive from the other Contracting Party or governmental enterprises, or persons under the jurisdiction of either Contracting Party, information on matters within the scope of this Agreement.

3. Governmental enterprises, and persons under the jurisdiction, of either Contracting Party may, with the general or specific authorization of their Government, supply to or receive from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction, equipment, facilities, materials, source material, special nuclear material and fuel, on commercial terms or as otherwise agreed.

4. Governmental enterprises, and persons under the jurisdiction, of either Contracting Party may, with the general or specific authorization of their Government if required, deal directly with, and perform or receive services for or from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction on matters within the scope of this Agreement.

Article III

Any supply pursuant to this Agreement shall be subject to the provisions of this Agreement and, in particular, to the following conditions :

(a) Information obtained by either Contracting Party pursuant to this Agreement may be transferred to a third party, unless otherwise specified at or before the time of supply ;

(b) (i) Unless otherwise specified by the supplying Contracting Party at or before the time of initial supply, equipment and materials obtained pursuant to this Agreement, and identified material, may be transferred to governmental enterprises of the recipient Contracting Party and persons under the jurisdiction of the said Contracting Party subject, however, to the specific authorization of the latter ;

(ii) Equipment (other than nuclear reactors) and materials obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party, if so specified by the supplying Contracting Party at or before the time of initial supply ;

(iii) Identified material and nuclear reactors obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party without the prior written consent of the supplying Contracting Party ;

(c) Source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to purchase for use for peaceful purposes only any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed for the use of the recipient Contracting Party, its governmental enterprises or persons under its jurisdiction ;

(d) Source material, special nuclear material and fuel obtained pursuant to this Agreement shall not be processed or altered in form or content after irradiation except as authorized in writing by the supplying Contracting Party, and processing and alteration so authorized shall be effected in facilities acceptable to the supplying Contracting Party ;

(e) Representatives of the Contracting Parties shall consult with each other on the matter of precautions with which identified material is to be secured.

Article IV

1. Until such time as the relevant safeguards are administered by the International Atomic Energy Agency as envisaged in paragraph 3 of this Article, each supplying Contracting Party shall be permitted to assure itself that the provisions of this Agreement are complied with and, in particular, that identified material is being used for peaceful purposes only, and to that end the supplying Contracting Party shall have the right to :

(a) Examine the design of equipment (including nuclear reactors) or facilities in which identified material is to be used or stored, with a view to ensuring that