

No. 9494

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

**Agreement for co-operation in the peaceful uses of atomic
energy (with Memorandum of Understanding). Signed
at Tokyo on 6 March 1968**

Authentic texts: English and Japanese.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
8 April 1969.*

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

**Accord de coopération pour l'utilisation de l'énergie atomique
à des fins pacifiques (avec Mémorandum d'accord). Signé
à Tokyo le 6 mars 1968**

Textes authentiques: anglais et japonais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
8 avril 1969.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTH-
ERN IRELAND AND THE GOVERNMENT OF JAPAN
FOR CO-OPERATION IN THE PEACEFUL USES OF
ATOMIC ENERGY

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan;

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

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 Contracting Parties shall make available to each other unclassified information on such terms as may be agreed and shall facilitate exchanges of unclassified information between persons under the jurisdiction of either Contracting Party and persons under the jurisdiction of the other Contracting Party with a view to forwarding the peaceful uses of atomic energy.
- (b) Either Contracting Party, or persons under its jurisdiction authorised by it, may supply to or receive from the other Contracting Party, or persons under its jurisdiction authorised by it, fuel or component parts thereof, other material including plutonium and uranium enriched in the isotope U-235, equipment, facilities and other requisites for atomic energy research and development and for any other peaceful uses of atomic energy, on such terms as may be agreed.
- (c) Either Contracting Party, or persons under its jurisdiction authorised by it, may perform or receive services for or from the other Contracting Party, or persons under its jurisdiction authorised by it, on matters within the scope of the present Agreement on such terms as may be agreed.

¹ Came into force on 15 October 1968, the date on which the Government of the United Kingdom of Great Britain and Northern Ireland received from the Government of Japan written notification that Japan had approved the Agreement in accordance with its legal procedures, in accordance with article X (1).

(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

The Government of the United Kingdom shall supply or shall assist in securing the supply to the Government of Japan, or persons under the latter's jurisdiction authorised by it, on such terms as may be agreed, fuel or component parts thereof or other material of such quality and quantity, and such fuel services, 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 or the 1958 Agreement.¹

Article III

Each Contracting Party shall ensure that the equipment and facilities obtained pursuant to the present Agreement or the 1958 Agreement and material so obtained, special fissionable materials recovered or produced as a by-product, or material substituted for such material or such special fissionable materials:

- (a) shall be used only for peaceful purposes;
- (b) shall, within its jurisdiction, be transferred only to persons authorised by it; and
- (c) shall not be transferred beyond its jurisdiction without the prior consent of the other Contracting Party.

Article IV

The Contracting Parties, bearing in mind that in accordance with an Agreement between them and the International Atomic Energy Agency signed on September 26, 1967,² the Agency has been applying safeguards to material, equipment and facilities supplied pursuant to the 1958 Agreement and recognizing the desirability of continuing to make use of the facilities and services of the Agency, shall arrange as soon as possible, subject to the concurrence of the Agency, that safeguards consistent with those set out in Article V of the present Agreement shall be administered in accordance with agreements to be concluded by them with the Agency to ensure the fulfilment of obligations arising under Article III of the present Agreement, unless such arrangements can be achieved concurrently with the entry into force of the present Agreement.

¹ United Nations, *Treaty Series*, Vol. 325, p. 185 and Vol. 588, p. 322.

² United Nations, *Treaty Series*, Vol. 633, p. 73.

Article V

When the relevant safeguards are not being administered in accordance with agreements with the Agency as envisaged in Article IV of the present Agreement:

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

- (i) to examine the design of equipment and facilities supplied to the other Contracting Party, or persons under its jurisdiction authorised by it, pursuant to the present Agreement or the 1958 Agreement, or in which any material supplied pursuant to the present Agreement or the 1958 Agreement or any special fissionable materials recovered or produced as a by-product, or material substituted for such material or such special fissionable materials are to be employed or processed, provided that such examination shall be made only to such minimum extent as is required to ensure the effective application of the provisions of the present Agreement. The representatives appointed by the supplying Contracting Party to make such examinations 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;
- (ii) to appoint, after consultation with the other Contracting Party, representatives who shall have access at all times 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 or the 1958 Agreement, for the purpose of accounting for source material or special fissionable material so supplied and special fissionable materials recovered or produced as a by-product or for material substituted for any such source material or special fissionable materials and of determining whether there is compliance with the provisions of Article III of the present Agreement, and shall be permitted to make their own measurements for these purposes. Such representatives shall be accompanied, if the receiving Contracting Party so requests, by representatives appointed by it, 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 shall not, subject to their responsibilities to their Government, disclose any industrial or other confidential information coming to their knowledge by reason of their official duties;

(b) the receiving Contracting Party undertakes to maintain such operating records as may be necessary to ensure that an accurate account shall at all times be kept of the source material or special fissionable materials or material substituted therefor referred to in paragraph (a) (ii) of this Article and to make available such records to the supplying Contracting Party when required by it;