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**JAPAN
and
UNITED STATES OF AMERICA**

Agreement for cooperation concerning civil uses of atomic energy (with appendix and exchange of notes). Signed at Washington on 26 February 1968

Authentic texts of the Agreement: Japanese and English.

Authentic text of the exchange of notes: English.

Registered by Japan on 16 July 1969.

**JAPON
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord de coopération concernant l'utilisation de l'énergie atomique à des fins civiles (avec appendice et échange de notes). Signé à Washington le 26 février 1968

Textes authentiques de l'Accord: japonais et anglais.

Texte authentique de l'échange de notes: anglais.

Enregistré par le Japon le 16 juillet 1969.

AGREEMENT¹ FOR COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the Government of Japan and the Government of the United States of America 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" on June 16, 1958,² which was amended by the Protocol signed on October 9, 1958³ and the Protocol signed on August 7, 1963;⁴ and

Whereas the Parties 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 reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Parties are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement 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 June 16, 1958, as amended;

The Parties agree as follows:

Article I

For the purposes of this Agreement:

A. "United States Commission" means the United States Atomic Energy Commission.

B. "Parties" means the Government of Japan and the Government of the United States of America, including the United States Commission on behalf of the Government of the United States of America. "Party" means one of the above "Parties".

¹ Came into force on 10 July 1968, the day on which each Government had received from the other Government written notification that it had complied with all statutory and constitutional requirements, in accordance with article XIV (B).

² United Nations, *Treaty Series*, vol. 325, p. 143.

³ *Ibid.*, vol. 340, p. 414.

⁴ *Ibid.*, vol. 517, p. 332.

C. "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

D. "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

E. "Equipment and devices" and "equipment or devices" means any instrument, apparatus, or facility and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

F. "International organization" includes a group of nations associated for a common purpose.

G. "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

H. "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

I. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

J. "Source material" means (1) uranium, thorium, or any other material which is determined by the Government of Japan or the United States Commission to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as the Government of Japan or the United States Commission may determine from time to time.

K. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Government of Japan or the United States Commission determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

L. "Superseded Agreement" means 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 June 16, 1958, as amended by the Protocol signed on October 9, 1958 and the Protocol signed on August 7, 1963.

M. "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful use of atomic energy are not used to further any military purpose.

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 uses 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 materials or equipment and devices or the furnishing of any such services 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.

Article III

Subject to the provisions of Article II, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors and reactor experiments;

(2) The use of radioactive isotopes and source, special nuclear, and byproduct material in physical and biological research, medicine, agriculture, and industry; and

(3) Health and safety problems related to the foregoing.

Article IV

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article III and subject to the provisions of Article II, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article II and under such terms and conditions 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.

C. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred between the Parties under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

Article V

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 or the superseded 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, material, equipment and devices for any particular use or application.

Article VI

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of materials, other than special nuclear material, equipment and devices and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or