

**AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAPAN  
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the United States of America and the Government of Japan,

Considering the close cooperation between the two countries in the peaceful uses of nuclear energy pursuant to the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy, signed on February 26, 1968, as amended (hereinafter referred to as "the previous Agreement");

Recognizing the importance of research on and development and use of nuclear energy for peaceful purposes;

Desiring to continue and expand cooperation in this field with due respect for their relevant national programs;

Desiring to enter into arrangements in the peaceful uses of nuclear energy on a predictable and reliable basis which take account of the long-term requirements of their nuclear energy programs;

Mindful that both Governments are parties to the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as "the Non-Proliferation Treaty");

Reaffirming their commitment to ensuring that the international research on and development and use of nuclear energy for peaceful uses are carried out in such a manner as will to the maximum extent further the objectives of the Non-Proliferation Treaty; and

Affirming their support of the objectives of the International Atomic Energy Agency (hereinafter referred to as "the Agency") and their desire to promote universal adherence to the Non-Proliferation Treaty;

Have agreed as follows:

Article 1

For the purposes of this Agreement:

(a) "Parties" means the Government of the United States of America and the Government of Japan; "Party" means one of the above "parties";

- (b) "Person" means any individual or entity under the territorial jurisdiction of either party, but does not include the parties;
- (c) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;
- (d) "Equipment" means any reactor as a complete unit, other than one designed or used primarily for the formation of plutonium or uranium-233, and any other items specified in Part A of Annex A of this Agreement;
- (e) "Component" means a component part of equipment or other item, so designated by agreement of the parties;
- (f) "Material" means material for reactors which is specified in Part 8 of Annex A of this Agreement, but does not include "nuclear material";
- (g) "Nuclear material" means (i) "source material", namely, uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; any other substance containing one or more of the foregoing in such concentration as may be agreed to by the parties; and such other substances as may be agreed to by the parties; and (ii) "special fissionable material", namely, plutonium, uranium-233, uranium enriched in the isotope 233 or 235; any substance containing one or more of the foregoing; and such other substances as may be agreed to by the parties. The term "special fissionable material" does not include "source material";
- (h) "High enriched uranium" means uranium enriched to twenty percent or more in the isotope 235;
- (i) "Restricted data" means any data concerning (i) design, manufacture, or utilization of nuclear weapons; (ii) the production of special fissionable material; or (iii) the use of special fissionable material in the production of energy, but does not include data of a party which it has declassified or removed from the category of restricted data;
- (j) "Sensitive nuclear technology" means any data which are not available to the public and which are important to the design construction, fabrication, operation or maintenance of enrichment, reprocessing or heavy water production facilities, or such other data as may be so designated by agreement of the parties.

## Article 2

1. (a) The parties shall cooperate under this Agreement in the peaceful uses of nuclear energy in the two countries in the following ways:

- (i) The parties shall encourage cooperation between their respective organizations, public and private, by exchanges of experts. When execution of an agreement or contract pursuant to this Agreement between United States and Japanese organizations requires such exchanges of experts, the parties shall facilitate the entry of the experts to their territories and their stay therein.
  - (ii) The parties shall facilitate supply and exchange of information on such terms as may be agreed either between themselves, between persons under their territorial jurisdiction or between either party and persons under the territorial jurisdiction of the other party. Subjects that may be covered include health, safety and environmental considerations.
  - (iii) Either party or its authorized persons may supply to or receive from the other party or its authorized persons material, nuclear material, equipment and components on such terms as may be agreed between the supplier and the recipient.
  - (iv) Either party or its authorized persons may perform services for or receive services from the other party or its authorized persons on matters within the scope of this Agreement on such terms as may be agreed between the supplier and the recipient.
  - (v) The parties may cooperate in other ways as deemed appropriate by them.
- (b) Notwithstanding the provisions of sub-paragraph (a) above, restricted data and sensitive nuclear technology shall not be transferred under this Agreement.

2. Cooperation between the parties as specified above shall be subject to the provisions of this Agreement, and the applicable treaties, laws, regulations and license requirements in force in their respective countries and shall require, in the case of cooperation envisaged in sub-paragraph (a)(iii) of paragraph 1 above, the application of safeguards by the Agency:

(a) with respect to all nuclear material in all nuclear activities within the territory of Japan, under its jurisdiction or carried out under its control anywhere, when the recipient is the Government of Japan or its authorized persons. Implementation of the agreement between the Government of Japan and the Agency in connection with the Non-Proliferation Treaty shall be considered as fulfilling this requirement; and

(b) with respect to all nuclear material in all civil nuclear activities within the territory of the United States of America, under its jurisdiction or carried out under its control anywhere, when the recipient is the Government of the United States of America or its authorized persons. Implementation of the agreement between the United States of America and the Agency for the application of safeguards in the

United States of America shall be considered as fulfilling this requirement.

3. Material, nuclear material, equipment and components transferred between the two countries, whether directly or through a third country, shall become subject to this Agreement upon their entry into the territorial jurisdiction of the receiving party only if the supplying party has notified the receiving party in writing of the intended transfer. Prior to the notified transfer of such items, the supplying party shall obtain from the receiving party a written confirmation that the transferred item will be held subject to this Agreement and that the proposed recipient, if other than the receiving party, will be its authorized person.
4. Material, nuclear material, equipment and components subject to this Agreement shall no longer be subject to this Agreement if:
  - (a) such items have been transferred beyond the territorial jurisdiction of the receiving party in accordance with the relevant provisions of this Agreement;
  - (b) in the case of nuclear material, (i) the Agency determines, in accordance with the provisions for the termination of safeguards in the relevant-agreement referred to in paragraph 2 of this Article, that the nuclear material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practicably irrecoverable. If either party disputes the Agency determination, the nuclear material will remain subject to this Agreement until the dispute is resolved; or (ii) in the absence of a determination by the Agency, it is agreed by the parties that such nuclear material should no longer be subject to this Agreement; or
  - (c) in the case of material, equipment and components, it is agreed by the parties.

#### Article 3

Plutonium and uranium-233 (except as contained in irradiated fuel elements), and high enriched uranium, transferred pursuant to this Agreement or used in or produced through the use of nuclear-material or equipment so transferred, shall only be stored in a facility to which the parties agree.

#### Article 4

Material, nuclear material, equipment and components transferred pursuant to this Agreement and special fissionable material produced through the use of such material, nuclear material or equipment may be transferred only to persons authorized by a receiving party or, if the parties agree, beyond the territorial jurisdiction of the receiving

party.

#### Article 5

1. Nuclear material transferred pursuant to this Agreement and special fissionable material used in or produced through the use of material, nuclear material or equipment so transferred may be reprocessed if the parties agree.
2. Plutonium, uranium-233, high enriched uranium and irradiated nuclear material transferred pursuant to this Agreement or used in or produced through the use of material, nuclear material or equipment so transferred may be altered in form or content by irradiation. Such special fissionable material may otherwise be altered in form or content if the parties agree.

#### Article 6

Uranium transferred pursuant to this Agreement or used in equipment so transferred may be enriched to less than twenty percent in the isotope 235. Such uranium may also be enriched to twenty percent or more in the isotope 235 if the parties agree.

#### Article 7

Adequate measures of physical protection shall be maintained with respect to nuclear material transferred pursuant to this Agreement and special fissionable material used in or produced through the use of material, nuclear material or equipment so transferred, at levels, as a minimum, comparable to those set out in Annex B of this Agreement.

#### Article 8

1. Cooperation under this Agreement shall be carried out only for peaceful purposes.
2. Material, nuclear material, equipment and components transferred pursuant to this Agreement and nuclear material used in or produced through the use of such items shall not be used for any nuclear explosive device, for research specifically on or development of any nuclear explosive device, or for any military purpose.

#### Article 9

1. In order to ensure compliance with the provisions of paragraph 2 of Article 8 of this Agreement:
  - (a) Nuclear material transferred to the territorial jurisdiction of the Government of Japan pursuant to this Agreement and nuclear material used in or produced through the use of material, nuclear material, equipment or components so transferred shall be subject to the agreement referred to in sub-paragraph (a) of paragraph 2 of Article

2 of this Agreement.

(b) Nuclear material transferred to the territorial jurisdiction of the Government of the United States of America pursuant to this Agreement and nuclear material used in or produced through the use of material, nuclear material, equipment or components so transferred shall be subject to (i) the agreement referred to in sub-paragraph (b) of paragraph 2 of Article 2 of this Agreement and (ii) supplementary measures for substitution, to the extent practicable, or for tracking and accounting for such nuclear material.

2. If either party becomes aware that for any reason the Agency is not or will not be applying safeguards as required by paragraph 1 of this Article, the parties shall forthwith consult to take rectifying measures and, in the absence of such rectifying measures, shall immediately enter into arrangements which conform to safeguards principles and procedures of the Agency and provide effectiveness and coverage equivalent to that intended to be provided by the safeguards required pursuant to paragraph 1 of this Article.

#### Article 10

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth in Article 3, 4, 5, 6 or 12 of this Agreement with respect to any material, nuclear material, equipment or components subject to this Agreement, the parties may, at the request of either of them, agree that the implementation of such rights will be accomplished by such other nation or group of nations.

#### Article 11

In order to facilitate activities subject to Articles 3, 4 and 5 of this Agreement, the parties shall make, consistent with the objective of preventing nuclear proliferation and with their respective national security interests, and perform in good faith separate arrangements that will satisfy the requirements for mutual agreement set forth in those Articles on a long-term, predictable and reliable basis, and in a manner that will further facilitate peaceful uses of nuclear energy in their respective countries.

#### Article 12

1. If either party at any time following entry into force of this Agreement:

- (a) does not comply with the provisions of Article 3, 4, 5, 6, 7, 8, 9 or 11 of this Agreement or the decisions of the arbitral tribunal referred to in Article 14 of this Agreement; or
- (b) terminates or materially violates a safeguards agreement with the Agency,

the other party shall have the rights to cease further cooperation under this Agreement, terminate this Agreement and require the return of any material, nuclear material, equipment or components transferred pursuant to this Agreement or any special fissionable material produced through the use of such items.

2. If the United States of America detonates a nuclear explosive device using material, nuclear material, equipment or components transferred pursuant to this Agreement or nuclear material used in or produced through the use of such items, the Government of Japan shall have the same rights as specified in paragraph 1 of this Article.
3. If Japan detonates a nuclear explosive device, the Government of the United States of America shall have the same rights as specified in paragraph 1 of this Article.
4. Before either party takes steps to cease cooperation under this Agreement, to terminate this Agreement, or to require such return, the parties shall consult for the purpose of taking corrective steps and shall carefully consider the economic effects of such actions, taking into account the need to make such other appropriate arrangements as may be required.
5. If either party exercises its rights under this Article to require the return of any material, nuclear material, equipment or components, it shall compensate the other party or the persons concerned for the fair market value thereof.

#### Article 13

1. The previous Agreement shall terminate on the date this Agreement enters into force.
2. Cooperation initiated under the previous Agreement shall continue under this Agreement. The provisions of this Agreement shall apply to nuclear material and equipment subject to the previous Agreement. Should the separate arrangements called for in Article 11 of this Agreement be suspended with respect to such nuclear material or equipment, they shall be subject to the provisions of this Agreement during the suspension only to the extent covered by the previous Agreement.

#### Article 14

1. With a view to promoting cooperation under this Agreement, the parties may, at the request of either of them, consult with each other through diplomatic channels or other consultative fora.
2. If any question arises concerning the interpretation or application of this Agreement, the parties shall, at the request of either of them, consult with each other.
3. If any dispute arising out of the interpretation or application of this Agreement is not settled by negotiation, mediation, conciliation or other similar procedure, the parties may

agree to submit such dispute to an arbitral tribunal which shall be composed of three arbitrators appointed in accordance with the provisions of this paragraph. Each party shall designate one arbitrator who may be a national of its country and the two arbitrators so designated shall elect a third, a national of a third country, who shall be the Chairman.

If, within thirty days of the request for arbitration, either party has not designated an arbitrator, either party may request the President of the International Court of Justice to appoint an arbitrator. This same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected, provided that the third arbitrator so appointed shall not be a national of the country of either party. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on the parties.

#### Article 15

The Annexes of this Agreement form an integral part of this Agreement. The Annexes may be modified by mutual consent in writing of the parties without amendment of this Agreement.

#### Article 16

1. This Agreement shall enter into force on the thirtieth day after the date on which the parties exchange diplomatic notes informing each other that their respective internal legal procedures necessary for entry into force of this Agreement have been completed and shall remain in force for a period of thirty years, and shall continue in force thereafter until terminated in accordance with the provisions of paragraph 2 of this Article.

2. Either party may, by giving six months written notice to the other party, terminate this Agreement at the end of the initial thirty-year period or at any time thereafter.

3. Notwithstanding the suspension or termination of this Agreement or any cooperation hereunder for any reason, Article 1, paragraph 4 of Article 2 and Articles 3, 4, 5, 6, 7, 8, 9, 11, 12 and 14 shall continue in effect to the extent applicable.

4. At the request of either party, the parties shall consult with each other whether to amend this Agreement or to replace it with a new agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Agreement.

DONE at Tokyo, this fourth day of November, 1987, in duplicate, in the English and Japanese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Michael J Mansfield

FOR THE GOVERNMENT OF JAPAN:

Tadashi Kuranari

## Annex A

### Part A

#### 1. Reactor pressure vessels:

Metal vessels, as complete units or as major shop-fabricated parts therefor, which are especially designed or prepared to contain the core of a reactor and are capable of withstanding the operating pressure of the primary coolant.

#### 2. Reactor fuel charging and discharging machines as complete units:

Manipulative equipment especially designed or prepared for inserting or removing fuel in a reactor capable of on-load operation.

#### 3. Reactor control rods as complete units:

Complete control rod assemblies, including the control rod drive mechanism, especially designed or prepared for the control of the reaction rate in a reactor.

#### 4. Reactor primary coolant pumps as complete units:

Pumps, including the motor, especially designed or prepared for circulating the primary coolant for a reactor.

### Part B.

#### 1. Deuterium and heavy water:

Deuterium and any deuterium compound in which the ratio of deuterium to hydrogen exceeds 1:5000 for use in a reactor.

#### 2. Nuclear grade graphite:

Graphite having a purity level better than 5 parts per million boron equivalent and with a

density greater than 1.50 grams per cubic centimeter.

## Annex B

### Levels of physical protection

#### CATEGORY III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

#### CATEGORY II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

#### CATEGORY I

Nuclear material in this Category shall be protected with highly reliable systems against unauthorized use as follows.

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response authorities. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of the nuclear material concerned.

. Transportation under special precautions as identified above for transportation of Category II and III nuclear material and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response authorities.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL

Nuclear material	Form	Category I	Category II	Category III(c)
1. Plutonium	(a) Unirradiated	(b) 2 kg or More	Less than 2 kg but more than 500 g	500 g or less but more than 15 g
2. Uranium-235	Unirradiated (b:			
	- uranium enriched to 20% U235 or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less but more than 15 g
	- uranium enriched to 10% U235 but less than 201		10 kg or more	Less than 10 kg but more than 1 kg
	- uranium enriched above natural but less than 10% U235			10 kg or more
3. Uranium-2313	Unirradiated (b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less but more than 15 g
4. Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content (d,e	

- a. All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.
- b. Nuclear material not irradiated in a reactor or nuclear material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.
- c. Quantities not falling in Category III and natural-uranium should be protected in accordance with prudent management practice.
- d. Although this level of protection is recommended, it would be open to a party, upon evaluation of the specific circumstances, to assign a different category of physical protection.
- e. Other fuel which by virtue of its original fissile nuclear material content is classified as Category I and II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one meter unshielded.

### **AGREED MINUTES**

In connection with the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Peaceful Uses of Nuclear Energy, signed at Tokyo today (hereinafter referred to as "the Agreement"), the undersigned hereby record the following understandings:

1. With reference to sub-paragraph (a)(iii) and (iv) of paragraph 1 of Article 2 of the Agreement, it is confirmed that the Government of the United States of America will take such actions as may be necessary and feasible to ensure a reliable supply of nuclear fuel to Japan, including the export of nuclear material and in particular the furnishing of enrichment services on a timely basis and the maintenance of the availability of the capacity to carry out this undertaking during the period of the Agreement.
2. With reference to sub-paragraph (c) of paragraph 4 of Article 2 of the Agreement, it is confirmed that the parties will consult with each other for the purpose of developing practical means for determining when material, equipment and components are no longer usable for nuclear purposes.
3. With reference to Article 3 and paragraph 2 of Article 5 of the Agreement, it is confirmed that when alteration in form or content or storage of nuclear material

subject to the Agreement is authorized within the terms of an export license of the supplying party no further agreement between the parties is required for such alteration in form or content or storage.

4. With reference to the provisions of Articles 3, 4 and 5 of the Agreement, it is confirmed that with respect to special fissionable material produced through the use of nuclear material transferred pursuant to the Agreement and not used in or produced through the use of equipment so transferred, such provisions shall in practice be applied to that proportion of special fissionable material produced which represents the ratio of transferred nuclear material used in the production of the special fissionable material to the total amount of nuclear material so used and similarly for subsequent generations. It is further confirmed that the parties will enter into discussions with each other and with other governments with a view to developing formulations which will reflect the relative contributions of special fissionable material and other nuclear material to the production of special fissionable material.

5. With reference to the provisions of Articles 3, 4, 5, 6, 7 and 9 of the Agreement, it is confirmed that the said provisions of the Agreement shall be implemented in such a manner as to avoid hampering, delay or undue interference in the nuclear activities in the two countries and to as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs. It is further confirmed that the provisions of the Agreement shall not be utilized for the purpose of seeking commercial or industrial advantages, for the purpose of interfering with the nuclear policy of either party or the commercial or industrial interests of either party or its authorized persons, or for the purpose of hindering the promotion of the peaceful uses of nuclear energy.

6. With reference to Article 7 of the Agreement, it is confirmed that the physical protection measures as applied in the two countries are at or beyond levels required by the said Article with due regard for the recommendations contained in the document of the international Atomic Energy Agency (hereinafter referred to as "the Agency") INFCIRC/225/Rev. 1 and are therefore adequate.

7. With reference to Article 8 of the Agreement, it is confirmed that peaceful purposes do not include use for any nuclear explosive device, or for research specifically on or development of any nuclear explosive device, inasmuch as it is not possible to differentiate between the technology for nuclear weapons and that for nuclear explosive devices for peaceful purposes.

8. (a) With reference to the provisions of Article 9 of the Agreement, it is confirmed that for the effective implementation of the said Article the parties shall exchange annually the then current inventories of material, nuclear material, equipment and components subject to the Agreement and, in case of the Government of the United States of America, nuclear material substituted for such nuclear material.

(b) With reference to paragraph 1 of Article 9 of the Agreement, it is confirmed that each party has established and will maintain in accordance with relevant laws and regulations in force in each country a national system of accounting for and control of nuclear material covering all nuclear material subject to the Agreement.

9. It is confirmed that the following measures fulfill the requirements of sub-paragraph (b) (ii) of paragraph 1 of Article 9 of the Agreement:

(a) Pursuant to the agreement referred to in sub-paragraph (b) of paragraph 2 of Article 2 of the Agreement, the Government of the United States of America has undertaken to permit the Agency to apply safeguards on all nuclear material in all facilities within its territorial jurisdiction, excluding only those associated with activities with direct national security significance.

(b) The Government of the United States of America shall provide to the Government of Japan annually the list of facilities which are eligible for the application of safeguards by the Agency and the list of facilities selected by the Agency pursuant to the agreement referred to in sub-paragraph (b) of paragraph 2 of Article 2 of the Agreement and its Protocol.

(c) When nuclear material is to be made subject to the Agreement and is to be located at facilities not selected by the Agency for the application of safeguards, the parties, at the request of either, shall make, through consultations and without delaying the transfer of such nuclear material, mutually satisfactory arrangements including, to the extent practicable, the substitution of nuclear material of the same quantity and equivalent or higher isotopic content in the fissionable isotopes at facilities which the Agency has selected for the application of safeguards.

(d) When nuclear material is to be made subject to the Agreement and is to be located at facilities not on the list of facilities eligible for the application of safeguards by the Agency and substitution in accordance with sub-paragraph (c) above is not practicable, the parties, at the request of either, shall make, through consultations and without delaying the transfer of such nuclear material, mutually satisfactory arrangements including, to the extent practicable, the substitution of nuclear material of the same quantity and equivalent or higher isotopic content in the fissionable isotopes at facilities eligible, but not selected by the Agency, for the application of safeguards.

(e) The Government of the United States of America shall provide to the Government of Japan and the Agency, as mutually arranged, a report by facility on an annual basis of inventories, shipments and receipts of nuclear material subject to Article 9 of the Agreement that is located at facilities eligible for the application of safeguards by the Agency.

(f) The parties shall consult, at the request of either, concerning any of the reports

provided under sub-paragraph (e) above, and shall take appropriate measures for resolving any questions concerning such reports.

10. (a) With reference to paragraph 2 of Article 9 of the Agreement, it is confirmed that the safeguards arrangements referred to therein shall include the following characteristics in accordance with the safeguards principles and procedures of the Agency:

(i) the review in a timely fashion of the design of any equipment transferred pursuant to the Agreement, or of any facility which is to use, fabricate, process or store any nuclear material subject to the said paragraph;

(ii) the maintenance and production of operating records and of relevant reports for the purpose of assisting in ensuring accountability for nuclear material subject to the said paragraph; and

(iii) the designation of personnel acceptable to the safeguarded party, accompanied if either party so requests by personnel designated by the safeguarded party. These personnel shall have access to all places and data, and any equipment or facility referred to in sub-paragraph (a) (i) necessary to account for the nuclear material referred to in sub-paragraph (a) (i) and shall be permitted to use devices in connection with the performance of inspections and to make such independent measurements as may be deemed necessary by the safeguarded party and the Agency (or, where applicable, the safeguarding party) to account for such nuclear material. The safeguarded party shall not unreasonably withhold acceptance of such personnel designated by the Agency or the safeguarding party. The personnel designated by the Agency (or, where applicable, the safeguarding party) shall not, except pursuant to their responsibilities to the Agency (or, where applicable, the safeguarding party), disclose any industrial or other confidential information coming to their knowledge by reason of their official duties.

(b) With reference to paragraph 2 of Article 9 of the Agreement, it is further confirmed that the simultaneous application of safeguards by the Agency and by the other party is not intended; the parties shall as necessary consult with a view to avoiding the simultaneous application of safeguards, and if such an exceptional situation should occur, the parties shall consult with the Agency with a view to removing the simultaneous application of safeguards.

11. With reference to sub-paragraph (b) of paragraph 1 of Article 12 of the Agreement, it is confirmed that while a party's safeguards agreement with the Agency referred to in paragraph 2 of Article 2 of the Agreement remains in force the reference to termination of "a safeguards agreement with the Agency" shall not apply to that party.

12. With reference to paragraph 2 of Article 13 of the Agreement, it is confirmed that:

(a) in order to facilitate the application of the provisions of the Agreement to nuclear material and equipment subject to the previous Agreement, the parties shall establish a

list of such items;

(b) items transferred pursuant to the previous Agreement not included on the list established pursuant to sub-paragraph (a) above will not be used for any nuclear explosive device, for research specifically on or development of any nuclear explosive device or for any military purpose, and will not be transferred beyond the territorial jurisdiction of either party without the agreement of the other party. Special fissionable material used in or produced through the use of such items will not be used for any nuclear explosive device, for research specifically on or development of any nuclear explosive device or for any military purpose, and will be subject to safeguards in accordance with the relevant agreements with the Agency referred to in paragraph 2 of Article 2 of the Agreement; and

(c) the parties are satisfied with the manner in which the guarantees specified in sub-paragraph (b) above have been implemented under the previous Agreement.

13. With reference to Article 14 of the Agreement, it is confirmed that the parties shall consult, at the request of either, on matters related to the application of physical protection measures and safeguards as referred to in Articles 7 and 9 of the Agreement respectively.

FOR THE GOVERNMENT OF THE UNITED STATES:

Michael J. Mansfield

FOR THE GOVERNMENT OF JAPAN:

Tadashi Kuranari