

ARRANGEMENT  
BETWEEN  
THE UNITED STATES ATOMIC ENERGY COMMISSION  
AND  
THE POWER REACTOR AND  
NUCLEAR FUEL DEVELOPMENT CORPORATION  
ON  
FAST BREEDER REACTORS

1. THE UNITED STATES ATOMIC ENERGY COMMISSION (USAEC), and THE POWER REACTOR AND NUCLEAR FUEL DEVELOPMENT CORPORATION (PNC), having a mutual interest in the development of civilian nuclear power plants using liquid metal cooled fast breeder nuclear reactors, agree to cooperate by exchanging technical information in selected areas of applicable technology and by such other means as may be agreed. PNC has been established by Law 73 of July 20, 1967 enacted by the Government of Japan in order to conduct the development of certain nuclear technology including that related to fast breeder reactors. Pursuant to such legislation, PNC is authorized to enter into technical information exchange arrangements related to fast breeder reactors.
2. This arrangement will be subject to the Agreement for Cooperation in the Civil Uses of Atomic Energy between the Governments of Japan and the United States signed February 26, 1968, and to other terms and conditions set forth herein.
3. It is the intent of this arrangement that a reasonably balanced exchange of technical information be achieved between the parties over the effective period of the arrangement. With this intent in mind, the scope of the arrangement identified in Attachment I has been defined to include topics or sub-topics in which, over the period of the

arrangement, both parties are expected to have reasonably comparable program efforts, or in which information in areas of strength in one party's program are exchanged for comparable information in different areas of strength in the other party's program.

4. The scope of technical information to be exchanged under this arrangement is set forth in Attachment I. This scope is to be amended from time to time by mutual agreement in recognition of changing scopes and progress in the programs of the parties. The initial scope has been defined in more limited terms than is expected to be appropriate for the future in order that implementation of the technical exchange arrangement may begin promptly.
5. It is the intent of the parties to include in this exchange all information within the scope of the selected areas of technology referenced in Attachment I hereto which is developed by or for the parties to this exchange.
6. Information shall be exchanged by reports, letters, drawings, specifications, visits, meetings, assignment of personnel, and such other means as the parties may agree from time to time. Reports and other written communications containing technical information within the scope of this arrangement shall be exchanged promptly in their original language. For technical documents originally provided in the Japanese language, PNC also agrees to provide:
  - (a) English abstracts with the document,

- (b) full English translations of documents containing significant technical results, within two months of transmittal of the original documents, and
- (c) full English translations of other documents as requested.

7. The communication of information under this arrangement will be enhanced to the extent practical by exchange of informal technical reports not suitable for general publication. Such reports will be marked for identification. Reports bearing such a restrictive grading may not be published by the recipient party without the prior written consent of the transmitting party, but the substance of these reports, as well as all other information received under this arrangement, may be used by the recipient party, or any other person or entity (including private commercial companies) designated by the recipient party.
8. The application or use of any information exchanged or transferred between the parties under this arrangement shall be the responsibility of the party receiving it, and the other party does not warrant the accuracy of such information or its suitability for any particular use or application.
9. In addition to exchange of information by means such as described in paragraph 6, the parties will consider other forms of technical cooperation within the scope of this arrangement. Such technical cooperation would be subject to mutual agreement on a case-by-case basis.

10. Arrangements for visits and assignments are subject to approval by the receiving party on a case-by-case basis. While all requests will be given careful consideration, it is recognized that considerations of efficiency, economy, and balance of exchange may require that limitations be placed on the frequency of visits or numbers of personnel on assignment.
11. The parties to this arrangement also recognize that some forms of cooperative activities may be more effectively undertaken on a commercial basis. Nothing in this arrangement is intended to preclude or to discourage such direct commercial arrangements. They are, in fact, encouraged as the best way to take full advantage of private industry capability. Commercial arrangements, of course, are subject to applicable governmental regulations.
12. Inventions resulting from implementation of this technical exchange arrangement will be subject to the patent provisions set forth in Attachment II.
13. This arrangement shall remain in effect for a period of 10 (ten) years from the date of its execution by the parties subject to renewal by mutual consent, and subject to earlier termination in accordance with the provisions of paragraph 14.

14. A review may be requested by either party if it believes that a balance of information exchange is not being achieved. In this event negotiations for adjustments will be carried out in good faith, but if, after reasonable efforts, the parties are not able to resolve the issues involved, either party may terminate the arrangement by giving 1 (one) month advance written notice; also either party can terminate for its own convenience by giving at least 6 (six) months' advance written notice to the other party.

15. This arrangement is herewith executed this 4th day of March, 1969.

POWER REACTOR AND NUCLEAR FUEL  
DEVELOPMENT CORPORATION

By Goro Inouye  
Goro Inouye, President

UNITED STATES  
ATOMIC ENERGY COMMISSION

By Francesco Costagliola  
Francesco Costagliola,  
Commissioner