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THE TEXTS OF INSTRUMENTS CONNECTED WITH THE AGENCY'S SUPPLY OF URANIUM TO JAPAN

The texts of three instruments executed by the Agency on 24 March 1959 in connexion with the supply of approximately three thousand kilogrammes of natural uranium metal to the Government of Japan are reproduced in this document for the information of all Members of the Agency.

I

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENT OF CANADA
FOR THE SUPPLY BY CANADA OF URANIUM TO THE AGENCY

PREAMBLE

Whereas the International Atomic Energy Agency has been requested by a Member to provide source material for a project for research on atomic energy for peaceful purposes, and to establish an Agency project for that purpose;

Whereas the Board of Governors of the International Atomic Energy Agency has approved the project; and

Whereas the Government of Canada has generously offered to supply the necessary source material to the Agency without charge;

THE INTERNATIONAL ATOMIC ENERGY AGENCY (hereinafter called "the Agency") and THE GOVERNMENT OF CANADA (hereinafter called "the Government") hereby agree as follows:

Article I

Furnishing of Source Material

The Government shall furnish to the Agency natural uranium (hereinafter called "the source material"), the detailed specifications of which are stated in the Annex to this Agreement, in a quantity between three thousand and three thousand two hundred kilogrammes. The Government shall make no charge for materials furnished or for assistance and services rendered in accordance with Articles II and III below.

Article II

Samples and Testing

1. The Government shall take representative samples subsequent to forging from each ingot from which billets are forged and shall transmit them to such addresses inside or outside of Canada as shall be designated by the Agency for the purpose of chemical analyses at the Agency's expense. The Government shall simultaneously take such samples as may be required for the purposes of paragraphs 2 and 4 of this Article. Forthwith after the entry into force of this Agreement the Government shall notify the Agency of the date, not earlier than eighteen days after the date of such entry into force, on which, and the location at which, such samples will be taken. The Agency shall have the right to send representatives and/or designates to be present at the taking of samples, and shall, promptly after receipt of the notification mentioned in the preceding sentence, inform the Government whether it intends to do so.
2. The Government shall arrange for the measurement of the overall danger coefficient of each ingot and shall promptly inform the Agency of the results. It is anticipated that the measurement of danger coefficients will commence approximately two weeks after the taking of samples referred to in paragraph 1 of this Article. The Agency shall have the right to send representatives and/or designates to observe such measurements and

shall inform the Government forthwith after the entry into force of this Agreement whether it intends to do so, in which event the Government and the Agency will facilitate the making of the necessary arrangements. Provided that the Government shall have been asked by the Agency to do so by the time determined for the taking of samples, the Government shall take a sample from each ingot of such reasonable dimensions as the Agency shall specify in order that the Agency may carry out further measurements of the danger coefficients at some facility outside Canada.

3. If the source material is not in conformity with the specifications in the Annex to this Agreement, the Government shall as soon as possible take all necessary steps to bring about such conformity, and shall arrange with the Agency for appropriate retesting under the conditions specified above.

4. If the chemical analysis or the measurement of the overall danger coefficients made by the Agency indicates any impurity or danger coefficient in excess of the maximum allowable, the Government may request analysis for such alleged impurity or impurities by the United Kingdom National Chemical Laboratory, Teddington, Middlesex, England, acting as umpire, or by any other laboratory agreed upon as umpire for such analysis, and may similarly request measurement of the danger coefficient by the United Kingdom Atomic Energy Research Establishment, Harwell, Berkshire, England, acting as umpire, or by any other laboratory agreed upon as umpire for such measurement. The results of such analysis and/ or measurement shall be final and binding. The cost of such analysis and/ or measurement by an umpire shall be borne by the Government if any impurity content or danger coefficient as determined by the umpire exceeds the maximum allowable; otherwise the cost of such analysis and/ or measurement shall be borne by the Agency.

5. The Government shall complete the preparation of the source material within three months following the entry into force of this Agreement, shall give the Director General of the Agency three weeks' advance notice of the expected date of completion, and shall certify to the Agency the total weight of the finished billets and separately of any samples supplied. The Agency shall have the right to send representatives and/ or designates to verify the conformity of the weight of the billets to the above-mentioned certification, and the conformity of their dimensions and surface condition with the specifications in the Annex to this Agreement.

Article III

Acceptance, Delivery, and Transfer of Title

If the analyses, measurements, and verifications referred to in the previous Article show to the satisfaction of the Agency that the source material is in conformity with the specifications in the Annex to this Agreement, the Agency shall inform the Government that it is satisfactory and shall specify to the Government at least five weeks in advance the date and place, within Canada, at which it is to be delivered to a person designated by the Agency. The Government shall thereupon suitably pack the source material and shall arrange for its delivery as specified by the Agency above. The Government shall pass title to the source material to the Agency at the time specified by the Agency, at a place and by means of such appropriate documents as may be designated by the Agency after consultation with the Government; the Agency shall arrange for the transfer of possession from the Government of the source material within four days of the date on which the documents of title are delivered.

Article IV

Settlement of Disputes

Any question or dispute concerning the interpretation or application of this Agreement which is not settled by negotiation, except one for which a mode of settlement is provided in paragraph 4 of Article 11 of this Agreement, shall, on the application of either the Agency or the Government, be submitted to an arbitral tribunal composed of three members, one designated by the Director General of the Agency, one designated by the Government, and the third, who shall preside, jointly designated by the first two. If the first two members should not agree on the designation of the third member within three months after the making of the application, he shall be designated by the President of the International Court of Justice. The decisions of the majority of the tribunal, including all rulings concerning procedure, jurisdiction, and the division of the expenses of arbitration between the Parties, shall be binding on both Parties. Such decisions shall be implemented by them in accordance with their respective constitutional procedures. The remuneration of the members of the tribunal shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.

Article V

Entry into Force

This Agreement shall come into force upon signature by the Director General of the Agency and the duly authorized representative of the Government.

Done in duplicate in the English language this 24th day of March, 1959, in Vienna.

For THE INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sterling Cole

Sterling Cole
Director General

For THE GOVERNMENT OF
CANADA:

(signed) W. H. Barton

W. H. Barton
Alternate Governor from Canada

ANNEX

Specifications of the Source Material

1. Material: Uranium metal, natural isotopic composition.
2. Size: The uranium metal will be supplied in forged billet form.
Length: 50 cms;
Cross-section: 15 cms x 15 cms with bevelled edges.

3. Density: Average: 18.95 gm/cc;
Minimum: 18.9 gm/cc.
4. Grain size: Maximum: Less than 200 microns diameter;
Minimum: 50 microns diameter.
5. Crystal orientation: At random.
6. Surface conditions: The forged billets as supplied will be cleaned and pickled in 50% nitric acid to remove surface scale and oxide. Seams, slivers, and laps will be removed by surface conditioning. Inspection will be carried out prior to shipment to ensure that there will be no excessive flow lines, transverse cracks, side crevices, or split ends having a visible depth of greater than 0.5 cm. The metal as supplied will be suitable for rolling or other fabrication.
7. Overall danger coefficient^{/1/}: For any billet: will not exceed 0.25%;
Average of all billets: will not exceed 0.2%.
8. Chemical analysis: (Impurities in ppm.)

	Maximum guaranteed for any ingot or billet	Minimum guaranteed for any ingot or billet	Average of all ingots or billets
Aluminium	20	10	15
Boron	0.2	0.1	0.15
Cadmium	0.1	less than 0.1	less than 0.1
Carbon	400	100) according to specific) requirements
Chromium	20	10	12
Cobalt	1.0	less than 1.0	less than 1.0
Iron	100	65	80
Nickel	50	25	35
Nitrogen	40	20	30
Silicon) Total	50	30	40
SiO ₂)			
Hydrogen	10	5.0	8.0
Magnesium	30	15	20
Manganese	5.0	2.0	3.0

^{/1/} The overall danger coefficient is expressed as a percentage and defined as the sum for all impurities of:

$$\frac{\text{Absorption cross-section per atom of impurity}}{\frac{\text{Atomic weight of impurity}}{\text{Absorption cross-section per atom of uranium}} \times 10^{-4} \times X \text{ ppm}} \times \frac{\text{Atomic weight of uranium}}{\text{Atomic weight of uranium}}$$

where X represents the parts per million (ppm) of the impurity.

II

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY
AGENCY AND THE GOVERNMENT OF JAPAN FOR ASSISTANCE
BY THE INTERNATIONAL ATOMIC ENERGY AGENCY TO THE
GOVERNMENT OF JAPAN IN SUPPLYING URANIUM FOR THE
RESEARCH REACTOR PROJECT JRR-3

PREAMBLE

Whereas the Government of Japan has requested, under the provisions of Article XI of the Statute of the International Atomic Energy Agency, the assistance of the Agency in selling to it source material necessary for a project for research on atomic energy for peaceful purposes;

Whereas the Board of Governors of the International Atomic Energy Agency has considered and approved the project in accordance with the Statute of the Agency;

THE INTERNATIONAL ATOMIC ENERGY AGENCY (hereinafter called "the Agency") and THE GOVERNMENT OF JAPAN (hereinafter called "the Government"), with respect to the supply of materials and services to the project by the Agency pursuant to its Statute, and subject to all of the terms, conditions, and provisions contained therein, hereby have agreed as follows:

Article I

Allocation of Material

The Agency hereby allocates to the project described in Annex A to this Agreement natural uranium metal (hereinafter called "the source material") the detailed specifications of which are stated in Annex B. At the request of the Government the Agency, within the framework of the present Agreement, may allocate to the project services and additional material, subject to the terms and conditions of Articles III and V of this Agreement unless otherwise agreed.

Article 11

Terms and Conditions of Sale

The Agency shall sell and the Government shall buy the source material, in a quantity between three thousand and three thousand two hundred kilogrammes, on the following terms and conditions:

- (a) Within thirty days of the entry into force of this Agreement, the Government shall indicate the place in Canada at which it wishes to receive delivery of the source material. After consultation with the Government the Agency shall give the Government no less than four weeks' notice of the time it will be ready to deliver the source material at such place, and of the exact weight of the source material to be delivered. The Agency shall use its best efforts to ensure that it will be ready to deliver the source material on or before 1 November 1959.
- (b) At the time specified by the Agency according to sub-paragraph (a) the Agency shall pass title to the source material by delivering the appropriate documents

to a representative of the Government at a place to be designated by the Agency after consultation with the Government. At that time the Government shall pay the Agency the sum of thirty-five and a half US dollars (US \$35.50) per kilogramme of the source material and of any samples thereof supplied to the Government at its request, up to the limit of three thousand two hundred kilogrammes; this payment shall be the full charge due to the Agency under this Agreement. Within four days of the date on which the documents of title are delivered and the payment made, the Government shall take possession of the source material at the place specified by it according to sub-paragraph (a).

- (c) Upon the entry into force of this Agreement, the Government shall forthwith notify the Agency as to the reasonable quantities of representative samples of the source material that the Government requires for testing, and shall also notify the Agency whether the Government desires to send representatives to observe the taking of such samples, and any measurements of danger coefficients. Such samples shall be taken at the same time as the Agency's own samples, and be provided by the Agency to the Government. The Agency shall permit the Government to send representatives to observe the taking of any samples, and any tests on or measurements of samples of the source material that are performed by the Agency or at the Agency's expense, and shall provide the Government with the results of such tests and measurements.
- (d) If the Agency, despite its best efforts, should not fulfil any of its obligations as the seller of the source material, the damages to be paid by the Agency to the Government shall be limited to the amount that has been paid to the Agency under sub-paragraph (b), less the actual handling costs the Agency has incurred. Any claim for such damages must be communicated to the Agency within one year of the date on which title to the source material passes to the Government.
- (e) If the chemical analysis or the measurement of the overall danger coefficients of the source material made by the Government indicates any impurity or danger coefficient in excess of the maximum allowable, the Agency may request analysis for such alleged impurity or impurities by the United Kingdom National Chemical Laboratory, Teddington, Middlesex, England, acting as umpire, or by any other laboratory agreed upon as umpire for such analysis, and may similarly request measurement of the danger coefficient by the United Kingdom Atomic Energy Research Establishment, Harwell, Berkshire, England, acting as umpire, or by any other laboratory agreed upon as umpire for such measurement. The results of such analysis and/ or measurement by an umpire shall be final and binding. The cost of such analysis and/ or measurement by an umpire shall be borne by the Agency if any impurity content or danger coefficient as determined by the umpire exceeds the maximum allowable; otherwise the cost of such analysis and/or measurement shall be borne by the Government.

Article III

Agency Safeguards

1. The Government agrees that any source material provided by the Agency under or within the framework of this Agreement, and any special fissionable material produced by its use, shall not be used in such a way as to further any military purpose. The Government further agrees that such source material shall not, without the prior consent in writing of the Agency, be used for any other purpose than the project described in Annex A to this Agreement, and that such source material and any special fissionable material produced by its use shall not be transferred outside Japan or beyond the Government's control except with the prior consent in writing of the Agency.

2. It is hereby agreed and specified that, until such time as may be otherwise agreed by the Agency and the Government subject to the Statute of the Agency, the safeguards, including those referring to health and safety, provided for in Article XII. A of the Statute of the Agency are relevant to the project. Subject to any relevant general regulations that may be adopted by the Board of Governors of the Agency, and subject to the above-mentioned statutory provisions, the details of the application of Agency safeguards shall be determined from time to time by the Board of Governors of the Agency, after consultation by the Director General of the Agency with the Government. The Government hereby agrees to comply with any requirements that the Agency may thus establish and to co-operate with the Agency in their application.

3. The Government agrees to abide by and to apply the health and safety standards and measures that were submitted by the Government for consideration by the Agency in approving the project, and to make no additions to or changes in them, insofar as applicable to operations under this Agreement, unless the Agency has been previously informed of such additions or changes and has made no objection thereto. Consultations shall take place between the Agency and the Government if either of them considers that in the light of new developments additions or changes should be made in the above standards and measures.

4. In case of any question or dispute involving the application of Agency safeguards under this Article, decisions of the Board of Governors of the Agency shall, if they so provide, immediately be given effect and be complied with by the Government, pending the outcome of any procedure of consultation, negotiation, or arbitration that may be or may have been invoked with regard to that question or dispute.

Article IV

Information

1. The Government undertakes to facilitate the functions of the Agency concerning the exchange of information as provided in Article VIII of its Statute.

2. The Agency, in view of the degree of its participation in the present project, does not claim any right or interest in any inventions or discoveries, or any patents therein, arising from the project. The Agency may, however, be granted licences under any such patents upon terms and conditions to be agreed.

Article V

Settlement of Disputes

Any question or dispute concerning the interpretation or application of this Agreement which is not settled by negotiation, except one for which a mode of settlement is provided in sub-paragraph (e) of Article II of this Agreement, shall, on the application of either the Agency or the Government, be submitted to an arbitral tribunal composed of three members, one designated by the Director General of the Agency, one designated by the Government, and the third, who shall preside, jointly designated by the first two. If the first two members should not agree on the designation of the third member within three months after the making of the application, he shall be designated by the President of the International Court of Justice. The decisions of the majority of the tribunal, including all rulings concerning procedure, jurisdiction, and the division of the expenses of arbitration between the Parties, shall be binding on both Parties. Such decisions shall be implemented by them in accordance with their respective constitutional procedures. The remuneration of the members of the tribunal shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.

Article VI

Entry into Force

This Agreement shall come into force upon signature by the Director General of the Agency and the duly authorized representative of the Government.

Done in duplicate in the English language this 24th day of March, 1959, in Vienna.

For THE INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sterling Cole

Sterling Cole
Director General

For THE GOVERNMENT OF
JAPAN:

(signed) H. Furuuchi

H. Furuuchi
Governor from Japan

ANNEX A

Definition of the Project

The project to which this Agreement relates is a natural uranium fuelled, heavy-water moderated and heavy-water cooled research reactor of ten megawatt thermal output, designated as JRR- 3, and its associated facilities, to be constructed and operated by the Japan Atomic Energy Research Institute in its Tokai Laboratory, Japan.

ANNEX B

Specifications of the Source Material

1. Material: Uranium metal, natural isotopic composition.
2. Size: The uranium metal will be supplied in forged billet form.
Length: 50 cms;
Cross-section: 15 cms x 15 cms with bevelled edges.
3. Density: Average: 18.95 gm/cc;
Minimum: 18.9 gm/cc.
4. Grain size: Maximum: Less than 200 microns diameter;
Minimum: 50 microns diameter.
5. Crystal orientation: At random.

6. Surface conditions: The forged billets as supplied will be cleaned and pickled in 500% nitric acid to remove surface scale and oxide. Seams, slivers, and laps will be removed by surface conditioning. Inspection will be carried out prior to shipment to ensure that there will be no excessive flow lines, transverse cracks, side crevices, or split ends having a visible depth of greater than 0.5 cm. The metal as supplied will be suitable for rolling or other fabrication.

7. Overall danger coefficient^{/1/}: For any billet: will not exceed 0.25%;
Average of all billets: will not exceed 0.2%.

8. Chemical analysis: (Impurities in ppm.)

	Maximum guaranteed for any ingot or billet	Minimum guaranteed for any ingot or billet	Average of all ingots or billets
Aluminium	20	10	15
Boron	0.2	0.1	0.15
Cadmium	0.1	less than 0.1	less than 0.1
Carbon	400	100 100) according to specific) requirements	
Chromium	20	10	12
Cobalt	1.0	less than 1.0	less than 1.0
Iron	100	65	80
Nickel	50	25	35
Nitrogen	40	20	30
Silicon) Total	50	30	40
SiO ₂)			
Hydrogen	10	5.0	8.0
Magnesium	30	15	20
Manganese	5.0	2.0	3.0

^{/1/} The overall danger coefficient is expressed as a percentage and defined as the sum for all impurities of:

$$\frac{\text{Absorption cross-section per atom of impurity}}{\text{Atomic weight of impurity}} \times 10^{-4} \times X \text{ ppm} \\ \frac{\text{Absorption cross-section per atom of uranium}}{\text{Atomic weight of uranium}}$$

where X represents the parts per million (ppm) of the impurity.

LETTER FROM THE DIRECTOR GENERAL TO THE GOVERNOR
FROM JAPAN SPECIFYING THE INITIAL SAFEGUARDS TO BE
APPLIED UNDER THE FOREGOING AGREEMENT BETWEEN
THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE
GOVERNMENT OF JAPAN

24 March 1959

Sir,

I have the honour to inform you that the Board of Governors has approved the safeguards provisions that will be initially applicable to the Agency project associated with the provision of uranium supplied to your Government by the International Atomic Energy Agency under the Project Agreement of 24 March 1959. The safeguards provisions will be implemented in accordance with the provisions of the Statute of the Agency. These provisions are in conformity with our consultations with your Government. The Agency is now preparing general safeguards procedures which will encompass operations of the type safeguarded by the agreement approving the above-mentioned project. However, pending the adoption of these general procedures the provisions listed below will be applicable in the period prior to the time that the reactor first reaches criticality. If it is found necessary to amend or extend these initial procedures before the general procedures are adopted, the Agency will consult with your Government prior to making such changes.

A. Design Drawings, Programme, and Health and Safety Standards

Your Government is requested to submit to the Agency the following information prior to the delivery of the three tons of uranium (any significant changes in the information supplied, including the drawings and schedules, should be communicated to the Agency when such changes are made):

1. In addition to the drawings referred to in paragraph 6. below, design drawings showing the type and location of the instrumentation that measures the total power output of the reactor subject to safeguards under the Project Agreement and the power output of each fuel element. The drawings should be accompanied by a short explanation of how these instruments determine these power outputs and the estimated accuracy of these measurements;
2. Description of method to be used to determine the quantity of plutonium contained in each irradiated fuel element subject to safeguards under the Project Agreement prior to chemical processing;
3. Statement of health and safety standards and measures that your Government proposes to apply to the fabrication of the fuel elements and to the operation of the reactor that is to be safeguarded under the above-mentioned agreement;

His Excellency
Dr. H. Furuuchi
Governor from Japan on the Board of Governors
of the International Atomic Energy Agency
Japanese Embassy
Neuer Markt 1
VIENNA I

4. Statement of the programme for the chemical processing of the irradiated fuel elements subject to safeguards under the Project Agreement;
5. Statement of the time schedules for:
 - (a) fabrication of the uranium supplied by the Agency into fuel elements;
 - (b) installation of the first fuel element in the reactor;
 - (c) first occasion that the reactor will achieve criticality;
 - (d) removal of the first fuel elements from the reactor.
6. It is understood that the drawings of reactor JRR-3 that have already been supplied by your Government to the Reactors Division of the Agency represent the reactor safeguarded by the Project Agreement. As these drawings will be used by the Agency in the application of safeguards, any modifications are to be communicated to the Agency.

B. Periodic Reports

With respect to any uranium which is subject to safeguards under the above-mentioned Agreement, and which will be considered to be in one of the three categories listed below, your Government is requested to submit semi-annual reports as of 1 April and 1 October, containing the following information, after such uranium is received by your country:

1. Uranium supplied by the Agency which is not supplied in form of fuel elements
 - (a) weight, form and location of uranium in this category at the time of the report;
 - (b) the fabrication of the uranium that has occurred and had not been previously reported should be described stating the quantity of uranium that has been processed in each type of fabrication;
 - (c) weight of uranium converted to fuel elements and not previously reported. The report should show the uranium content of each fuel element measured to an accuracy of $\pm . 5$ kg. All fuel elements should be allotted an identifying serial number when fabricated; this number should be clearly marked on the fuel element assembly;
 - (d) weight of uranium lost due to fabrication and not previously reported.
2. Uranium supplied by the Agency which is in the form of unirradiated fuel elements and which is not in the reactor
 - (a) serial number and location of fuel elements in this category;
 - (b) serial numbers of elements added to the reactor since the previous report but removed therefrom;
 - (c) serial numbers of elements removed from this category other than those added to the reactor and reason for their change of category.
3. Uranium in form of fuel elements in the reactor
 - (a) serial numbers of fuel elements added to reactor since the previous report. This will include all uranium added to the reactor which is safeguarded by the Project Agreement. If this uranium has not been supplied by the Agency and therefore has not previously been reported, the serial numbers and uranium weight of each fuel element should be listed in this section;

- (b) location in reactor vessel of elements listed in paragraph B 3. (a) above;
- (c) serial numbers of fuel elements removed from reactor since the previous report and reason for removal.

C. Special Reports

Your Government is requested to send reports to the Agency as soon as possible after the occurrence of any type of incident listed below. This report should provide a full description of the incident.

1. An incident that may indicate a defect or failure, such as might endanger health and safety, in the design or operation of any equipment, facility, or process covered by the Project Agreement, or in the health and safety standards and measures applied;
2. An incident which results in the loss of more than 150 kilogrammes of the uranium supplied under the Project Agreement.

D. Visits of Agency Representatives

1. The Agency will send representatives to visit the reactor safeguarded under the Project Agreement and any place where material subject to these safeguards is located. These representatives will be designated after consultation with your Government. The Agency representatives may be accompanied by representatives of your Government, if your Government so requests, provided that the Agency representatives are not thereby delayed or otherwise impeded in the exercise of their functions.
2. Your Government is requested to notify the Agency three months prior to the time that the reactor using uranium supplied under the Project Agreement is expected to achieve first criticality. The Agency will then send representatives to visit the reactor when critical conditions are about to be first achieved to verify that there are no health and safety hazards, and to verify the status of the stocks of uranium supplied by the Agency and the stocks of uranium in the reactor. It is not now intended to send Agency representatives to examine the reactor or the uranium covered by the Project Agreement prior to the time stated above.
3. Agency representatives should be permitted to:
 - (a) examine the operating and the accounting records concerning the location, movement, production and use made of the materials safeguarded under the Project Agreement;
 - (b) measure any of the materials safeguarded under the Project Agreement;
 - (c) take samples of any materials or equipment to any location for testing, after explanation of the reason for the sampling, such materials or equipment to be either returned to the Government or adequate compensation therefor to be paid;
 - (d) examine and test the instrumentation at any installation using or processing the materials safeguarded under the Project Agreement;
 - (e) have access at all times to all places and data, and to any person who by reason of his occupation deals with materials subject to these safeguards. The Government agrees to direct all such persons under its control to co-operate fully with the Agency representatives;
 - (f) enquire into the enforcement and application of the health and safety standards and measures applicable under the Project Agreement and arrange for, as appropriate, medical checks on any person who deals with any material subject to these safeguards.

E. Health and Safety Regulations

1. It is understood that your Government will abide by and enforce appropriately the health and safety standards and measures that it submitted to the Agency as part of the request for this project that has been approved by the Agency's Board of Governors, and the health and safety regulations that are applied by the Agency to the Project Agreement.
2. If at any time the Agency should adopt or change any general health and safety standards relevant to the operations under this agreement, or if due to new scientific evaluation, the Agency should consider the standards or measures originally approved to be inadequate, the Agency will consult with your Government with a view to making any appropriate additions or changes in the above standards

The sections listed above cover the information, reports and visits that are required up to and including the time that the reactor first reaches criticality. The details of the reports and inspections that are required subsequent to the reactor reaching criticality will be determined on the basis of the general safeguards regulations now being prepared by the Agency, taking into account the characteristics of this reactor and its method of operation. If these general regulations have not been adopted by the time that the JRR-3 reactor first reaches criticality, the Agency requirements for reports and inspections will be communicated to you in accordance with Article III, paragraph 2, of the Project Agreement.

Accept, Sir, the assurances of my highest consideration.

(signed) Sterling Cole
Director General