

No. 52084*

**Turkey
and
Japan**

Agreement between the Government of the Republic of Turkey and the Government of Japan for cooperation in the use of nuclear energy for peaceful purposes (with annexes). Tokyo, 26 April 2013, and Ankara, 3 May 2013

Entry into force: *29 June 2014, in accordance with article 15*

Authentic texts: *English, Japanese and Turkish*

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**Turquie
et
Japon**

Accord entre le Gouvernement de la République turque et le Gouvernement du Japon pour la coopération relative à l'utilisation de l'énergie nucléaire à des fins pacifiques (avec annexes). Tokyo, 26 avril 2013, et Ankara, 3 mai 2013

Entrée en vigueur : *29 juin 2014, conformément à l'article 15*

Textes authentiques : *anglais, japonais et turc*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND
THE GOVERNMENT OF JAPAN
FOR CO-OPERATION IN THE USE OF NUCLEAR ENERGY
FOR PEACEFUL PURPOSES**

The Government of the Republic of Turkey and the Government of Japan (hereinafter referred to as the “Parties”);

Based on the friendly relations existing between the Republic of Turkey and Japan;

Recognising that both the Republic of Turkey and Japan are members of the International Atomic Energy Agency (hereinafter referred to as “the Agency”);

Considering that both the Republic of Turkey and Japan are parties to the Treaty on the Non-Proliferation of Nuclear Weapons, done on 1 July 1968;

Noting that safeguards by the Agency are applied in Japan in accordance with the Agreement between the Government of Japan and the International Atomic Energy Agency in Implementation of Article III. 1 and 4 of the Treaty on the Non-Proliferation of Nuclear Weapons, done on 4 March 1977 as supplemented by the Protocol additional to the said Agreement, done on 4 December 1998 (hereinafter referred to as “the Safeguards Agreement for Japan”);

Noting that safeguards by the Agency are applied in the Republic of Turkey in accordance with the Agreement between the Government of the Republic of Turkey and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons, done on 30 June 1981 as supplemented by the Protocol additional to the said Agreement, done on 6 July 2000 (hereinafter referred to as “the Safeguards Agreement for the Republic of Turkey”);

Reaffirming the commitment of the Parties to pursue peaceful uses of nuclear energy in a manner ensuring nuclear safety, nuclear security and nuclear non-proliferation; and

Emphasising the importance of co-operation in the use of nuclear energy for peaceful purposes and assurance of nuclear safety;

Have agreed as follows:

ARTICLE 1

For the purposes of this Agreement:

- (a) The term “authorised person” means any individual or entity within the jurisdiction of the State of a Party and authorised by that Party to co-

operate under this Agreement, including to supply or receive nuclear material, material, equipment and technology, and to perform or receive services, but does not include the Parties;

- (b) The term “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 determined by the Parties; and such other substances as may be determined 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 determined by the Parties. Special fissionable material does not include source material;
- (c) The term “material” means substances for use in a nuclear reactor which are specified in Part A of Annex A to this Agreement, but does not include nuclear material;
- (d) The term “equipment” means major items of machinery, plant or instrumentation, or major components thereof, which are specially designed or prepared for use in nuclear activities, and which are specified in Part B of Annex A to this Agreement;
- (e) The term “technology” means specific information required for the development, production or use of any nuclear material, material or equipment, excluding information which has been made available without restrictions upon its further dissemination. Basic scientific research information may also be excluded, if specified and determined by the Parties. This specific information may take the form of technical data which includes blueprints, plans, diagrams, models, formulae, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape and read-only memories. It may also take the form of technical assistance which includes instruction, skills, training, working knowledge and consulting services;
- (f) The term “development” referred to in paragraph (e) of this Article means all phases before production such as design, design research, design analysis, design concepts, assembly and testing of prototypes, pilot production schemes, design data, process of transforming design data into a product, configuration design, integration design and layouts;
- (g) The term “production” referred to in paragraphs (e) and (f) of this Article means all activities for producing nuclear material, material or equipment such as construction, production engineering, manufacture, integration, assembly (mounting), inspection, testing and quality assurance;

- (h) The term “use” referred to in paragraph (e) of this Article means operation, installation including on-site installation, maintenance, checking, repair, overhaul and refurbishing;
- (i) The term “equipment based on technology” means equipment which the Parties jointly determine as produced from the use of technology transferred pursuant to this Agreement; and
- (j) The term “nuclear material recovered or produced as a by-product” means:
 - (i) nuclear material derived from nuclear material transferred pursuant to this Agreement;
 - (ii) nuclear material derived by one or more processes from the use of material or equipment transferred pursuant to this Agreement; and
 - (iii) nuclear material which the Parties jointly determine as derived from the use of technology transferred pursuant to this Agreement.

ARTICLE 2

1. Co-operation under this Agreement may be undertaken in the following ways:
 - (a) exchange of experts and trainees;
 - (b) exchange of information other than that which is classified for national security reasons, on such terms as may be determined by the Parties, by authorised persons of the Parties, or by either Party and authorised persons of the other Party;
 - (c) supply from a Party or its authorised persons to the other Party or its authorised persons of nuclear material, material, equipment and technology on such terms as may be determined by the supplier and the recipient;
 - (d) provision of services by a Party or its authorised persons and receipt of services by the other Party or its authorised persons on matters within the scope of this Agreement on such terms as may be determined by the supplier and the recipient; and
 - (e) other ways as may be agreed by the Parties.
2. Co-operation as specified in paragraph 1 of this Article may be undertaken in the following areas:
 - (a) exploration and exploitation of source material which occurs in nature;

- (b) design, construction, operation and decommissioning of nuclear reactors agreed upon by the Parties;
- (c) production of nuclear fuel and equipment thereof;
- (d) nuclear safety including radiation protection and environmental monitoring;
- (e) nuclear security;
- (f) spent fuel and radioactive waste management;
- (g) study on and application of radio-isotopes and radiation;
- (h) research and development on areas within the scope of this Agreement; and
- (i) other areas as may be agreed by the Parties.

3. Technology and equipment for uranium enrichment, spent nuclear fuel reprocessing, conversion of plutonium and production of material including those items listed in Part C of Annex A, as well as plutonium may be transferred under this Agreement only when this Agreement is amended for that purpose in accordance with paragraph 1 of Article 14.

ARTICLE 3

1. Co-operation under this Agreement shall be carried out only for peaceful non-explosive purposes.

2. Nuclear material, material, equipment and technology transferred pursuant to this Agreement, equipment based on technology and nuclear material recovered or produced as a by-product shall not be used other than for peaceful purposes; nor shall they be used for any nuclear explosive device, for research on or for development of any such device.

ARTICLE 4

1. Co-operation specified in Article 2 of this Agreement shall be subject to the provisions of this Agreement and the laws and regulations in force in the respective States. Co-operation envisaged in particular in sub-paragraph (c) of paragraph 1 of the said Article shall require the application of safeguards by the Agency with respect to all nuclear material in all nuclear activities within the respective States in accordance with the Safeguards Agreement for the Republic of Turkey and the Safeguards Agreement for Japan respectively.

2. To ensure the fulfilment of the obligations arising under Article 3 of this Agreement, nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product:

- (a) while within Japan, shall be subject to the Safeguards Agreement for Japan; and