

Ministry of Foreign Affairs
Tokyo, Japan



PRACTICAL ARRANGEMENTS

between

THE MINISTRY OF FOREIGN AFFAIRS OF JAPAN

and

THE INTERNATIONAL ATOMIC ENERGY AGENCY

on

COOPERATION IN THE AREA OF

EMERGENCY PREPAREDNESS AND RESPONSE

These Practical Arrangements are made between the Ministry of Foreign Affairs of Japan (hereinafter referred to as the “Ministry”), whose address is 2-2-1, Kasumigaseki, Chiyoda-ku, Tokyo 100-8919, Japan; and the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria. Hereinafter, the Ministry and the IAEA will also be referred to individually as a “Party” and collectively as the “Parties”.

1. Objective

The objective of these Practical Arrangements is to set forth the framework for cooperation between the Parties in the area of emergency preparedness and response following the accident at TEPCO’s Fukushima Daiichi Nuclear Power Station and in furtherance of the IAEA Action Plan on Nuclear Safety. The framework provides for capacity building activities, together with the procurement of relevant equipment and its storage in a suitable facility, supported by the Government of Japan. These activities, the equipment and its storage facility, will be collectively designated as the “IAEA Response and Assistance Network (RANET) Capacity Building Centre”.

2. Scope of Cooperation

The Parties have identified the following activities in which cooperation, with the support of the Government of Japan, may be pursued:

- the procurement of IAEA radiological monitoring and environmental sampling and analysis equipment;
- the storage of the above-referenced IAEA equipment in a suitable facility in Fukushima Prefecture;
- the conduct of regional and national training courses, workshops and/or exercises in the area of emergency preparedness and response for local, national and international experts, utilizing, as required, the above-referenced IAEA equipment; and
- the utilization of the above-referenced IAEA equipment for international assistance in case of a nuclear or radiological emergency in the Asia Pacific region, at the request of the relevant IAEA Member States.

3. Points of Contact

The Parties have each designated points of contact responsible for the coordination of activities under these Practical Arrangements, as specified in the Annex hereto. Any change of a point of contact will be notified in writing to the other Party in a timely manner. All correspondence related to these Practical Arrangements will be through the designated points of contact.

4. Consultation

The Parties will consult each other, as appropriate, on the development and review of activities to be conducted under the cooperation framework established by these Practical Arrangements. Detailed programmes of such activities will be developed following consultations between the Parties.

5. Non-Binding

These Practical Arrangements are non-binding. Accordingly, nothing in these Practical Arrangements gives rise to legal or financial obligations upon either Party. If the Parties deem that an activity which may give rise to a legal or financial obligation is necessary, the Parties will consult each other on, inter alia, the necessity of separate agreements. It is confirmed that no such activity can be carried-out prior to the conclusion of a separate agreement subject to the IAEA Financial Regulations and Rules.

6. Funding

The implementation of the activities specified in Paragraph 2 will be subject to the availability of funds from the Government of Japan. The IAEA may supplement such funds to the extent available, at its discretion.

7. Use of Names, Emblems and Flags

Documentation relating to activities undertaken under these Practical Arrangements may include the respective names, emblems and flags of the Parties. The names, emblems and flags are and remain the property of the respective Party. Joint use of the names, emblems and flags is restricted to activities conducted under these Practical Arrangements and each use will be approved in writing on a case-by-case basis by the owning Party. The Parties will not otherwise use the name, emblem or flag of the other Party without prior written permission.

8. Dissemination of Information

The Parties will support the widest possible dissemination of unclassified information provided or exchanged under these Practical Arrangements and, as appropriate and if circumstances so require, any subsequent separate arrangements including agreements referred to in Paragraph 5, subject to the need to protect proprietary information. The Parties will ensure the confidentiality of information classified by the other Party as restricted or confidential.

9. Intellectual Property

The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto including the necessity of separate agreements referred to in Paragraph 5, while respecting the IAEA statutory function of, inter alia, fostering the exchange of information among its Member States.

10. Privileges and Immunities

Nothing in these Practical Arrangements will affect the rights and obligations of either Party under the Agreement on the Privileges and Immunities of the IAEA, which the Government of Japan accepted on 18 April 1963.

11. Settlement of Dispute

Any disputes arising out of or relating to the interpretation or implementation of these Practical Arrangements will be amicably settled between the Parties.

12. Modification

No modification of, or changes to these Practical Arrangements, or any exception to any of their paragraphs, will be valid unless mutually confirmed in writing by the Parties. Notwithstanding the foregoing, any change to the respective points of contacts will be notified to the other Party as mentioned in Paragraph 3, without requiring the consent of the other Party.

13. Duration

These Practical Arrangements will remain valid for a period of five (5) years after signature by the Parties and can be extended by the consent of the Parties expressed in writing.

14. Discontinuation

Either Party may discontinue these Practical Arrangements by giving sixty (60) days' written notice to the other Party. Where notice of discontinuation is given, the Parties will take immediate steps to bring all activities under these Practical Arrangements to a close in a prompt and orderly manner.

For the Ministry:

For the IAEA:

(Signature)

(Signature)

Mr. Mitsuru Kitano
Director-General
Disarmament, Non-Proliferation and
Science Department

Mr. Denis Flory
Deputy Director General
Head of the Department of Nuclear Safety and
Security

(Name and Title)

(Name and Title)

(Place and Date)

(Place and Date)