ARTICLE 10

The single paragraph of Article 11 of the Agreement shall be numbered as paragraph 1 and amended by inserting ": (a)" immediately after the words "entry into force of this Agreement", by inserting the words "; or (b) terminates or materially violates its Safeguards Agreement with the Agency referred to in Article 2 of this Agreement" immediately after the words "in Article 10 of this Agreement", by deleting the words "the right to suspend or terminate this Agreement by notification in writing" and replacing them with the words "the right, by notification in writing, to cease further co-operation under this Agreement in whole or in part, or to terminate this Agreement", and by deleting the words "any nuclear material transferred pursuant to this Agreement which is" and replacing them with the words "any material, nuclear material and equipment transferred pursuant to this Agreement, equipment based on technology and nuclear material recovered or produced as a by-product which are". The following new paragraphs shall then be inserted immediately after the new paragraph 1:

"2. If the United Kingdom of Great Britain and Northern Ireland detonates a nuclear explosive device using any material, nuclear material, equipment or technology transferred pursuant to this Agreement, equipment based on technology or nuclear material recovered or produced as a by-product, the Government of Japan shall have the rights specified in paragraph 1 above to cease further co-operation under this Agreement or terminate this Agreement and to require return.

3. If Japan detonates a nuclear explosive device, the Government of the United Kingdom of Great Britain and Northern Ireland shall have the rights specified in paragraph 1 above to cease further co-operation under this Agreement or terminate this Agreement and to require return."

ARTICLE 11

The following new paragraphs shall be inserted immediately after paragraph (e) of Article 12 of the Agreement, paragraph (f) of the said Article shall be deleted, and paragraph (g) of the said Article shall be renumbered as paragraph (l):

"(f) The term "technology" means specific information required for the development, production or use of any material, nuclear 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 agreed in writing between the Contracting 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;

(g) The term "development" referred to in paragraph (f) 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;

(h) The term "production" referred to in paragraphs (f) and (g) of this Article means all activities for producing material, nuclear material or equipment such as construction, production engineering, manufacture, integration, assembly (mounting), inspection, testing and quality assurance;

(i) The term "use" referred to in paragraph (f) of this Article means operation, installation including on-site installation, maintenance, checking, repair, overhaul and refurbishing;

(j) The term "equipment based on technology" means equipment which the Contracting Parties agree as produced from the use of technology transferred pursuant to this Agreement;

(k) The term "nuclear material recovered or produced as a by-product" means: