Article 1

For the purposes of this Agreement:

(1) "Authorized person" means

in the case of Japan, any individual or entity within the jurisdiction of Japan and authorized by the Government of Japan, and, in the case of the Russian Federation, any legal entity within the jurisdiction of the Russian Federation and authorized by the Government of the Russian Federation, to cooperate 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;

(2) "Nuclear material" means

- "source material", namely, uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope uranium-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 the Board of Governors of the International Atomic Energy Agency may determine under Article XX of the Statute of the International Atomic Energy Agency, done on October 26, 1956 (hereinafter referred to as "the Statute"), and the Parties inform each other, in writing, to accept; and such other substances as the Board of Governors of the International Atomic Energy Agency may determine under Article XX of the Statute, and the Parties inform each other, in writing, to accept;

- "special fissionable material", namely, plutonium other than plutonium with an isotopic concentration of plutonium-238 exceeding eighty percent, uranium-233, uranium enriched in the isotope uranium-233 or uranium-235; any substance containing one or more of the foregoing; and such other substances as the Board of Governors of the International Atomic Energy Agency may determine under Article XX of the Statute, and the Parties inform each other, in writing, to accept. Special fissionable material does not include source material; and

- plutonium with an isotopic concentration of plutonium-238 exceeding eighty percent;

(3) "Material" means substances for use in a nuclear reactor which are listed in Part A of Annex A to this Agreement, but does not include nuclear material;

(4) "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 listed in Part B of Annex A to this Agreement;

(5) "Technology" means specific information required for the development, production or use of any nuclear material, material or equipment, excluding such specific information publicly available and without restrictions upon its further dissemination as well as other kinds of information if specified and agreed in writing by the Parties. Technology 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;

(6) "Development" referred to in paragraph (5) 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;

(7) "Production" referred to in paragraphs (5) and (6) 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;

(8) "Use" referred to in paragraph (5) of this Article means operation, installation including on-site installation, maintenance, checking, repair, overhaul and refurbishing;

(9) "Equipment based on technology" means equipment which the Parties agree as produced from the use of technology transferred pursuant to this Agreement;

(10) "Nuclear material recovered or produced as a by-product" means

- nuclear material derived from nuclear material transferred pursuant to this Agreement;