ARTICLE 8

1. Paragraph 1 of Article 7 of the Agreement shall be amended by deleting the words “and equipment” and replacing them with the words “, equipment and technology” and by deleting the words “items” and “item” and replacing them with the words “material, nuclear material, equipment or technology”.

2. Paragraph 2 of Article 7 of the Agreement shall be amended by deleting the words “and equipment” and replacing them with the words “, equipment and technology”. Sub-paragraph (a) of paragraph 2 of Article 7 of the Agreement shall be amended by deleting the words “items have” and replacing them with the words “material, nuclear material or equipment has”. Sub-paragraph (b) of paragraph 2 of Article 7 of the Agreement shall be amended by deleting the word “items” and replacing it with the words “material, nuclear material, equipment or technology”.

ARTICLE 9

The following new Articles shall be inserted immediately after Article 7 of the Agreement:

“ARTICLE 7 A

As provided for in Article 1 of this Agreement, the Contracting Parties shall develop co-operation on research and development for peaceful non-explosive uses of nuclear energy between themselves or their agencies. The Contracting Parties or their agencies, as appropriate, may allow the participation in such co-operation of researchers and organisations from all research sectors, including universities, laboratories and the private sector. The Contracting Parties shall also facilitate such co-operation between persons under their respective jurisdictions in this field.

ARTICLE 7 B

1. The provisions of this Agreement shall be implemented in good faith in such a manner as to avoid hampering, delaying or undue interference in the nuclear activities in Japan and in the United Kingdom of Great Britain and Northern Ireland and so as to be consistent with the prudent management practices required for the economic and safe conduct of those nuclear activities.

2. The provisions of this Agreement shall not be used for the purpose of seeking commercial or industrial advantages, nor of interfering with the commercial or industrial interests of either Contracting Party or persons under its jurisdiction, nor of interfering with the nuclear policy of either Contracting Party, nor of hindering the promotion of the peaceful non-explosive uses of nuclear energy.

3. Nuclear material subject to this Agreement may be handled based on the principles of fungibility and proportionality when it is used in mixing processes where it loses its identity, or is deemed to lose it, in the process of conversion, fuel fabrication, enrichment or reprocessing.

4. In implementing the provisions of this Agreement, Japan and the United Kingdom of Great Britain and Northern Ireland shall act in conformity with the provisions of the Convention on Early Notification of a Nuclear Accident, adopted on September 26, 1986, the Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency, adopted on September 26, 1986, the Convention on Nuclear Safety, done on September 20, 1994 and the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management, done on September 5, 1997.

ARTICLE 7 C

The Contracting Parties shall ensure the adequate and effective protection of intellectual property created and technology transferred pursuant to the co-operation under this Agreement in accordance with relevant international agreements to which both Japan and the United Kingdom of Great Britain and Northern Ireland are parties and the laws and regulations in force in their respective countries.

ARTICLE 7 D

The Contracting Parties shall exchange information in respect of the safe and effective management of material, nuclear material, equipment and technology transferred pursuant to this Agreement, equipment based on technology and nuclear material recovered or produced as a by-product.”