

**EMBASSY OF JAPAN  
WASHINGTON**

January 24, 1983

Excellency,

I have the honor to refer to Article IV of the Agreement between the Government of Japan and the Government of the United States of America on Cooperation in Research and Development in Energy and Related Fields, signed at Washington on May 2, 1979 (hereinafter referred to as "the Basic Agreement"), which provides that implementing arrangements specifying the details and procedures of cooperative activities in the areas referred to in Article II of the Basic Agreement will be made between the two Governments or their agencies, whichever is appropriate, and to the Exchange of Notes between the two Governments dated August 24, 1979 which establishes a Coordinating Committee on Fusion Energy (hereinafter referred to as "the Fusion Committee") and provides that cooperative activities in the area of fusion covered by the Fusion Committee will include (a) exchange programs, (b) joint research project using the Doublet III, a tokamak facility located in California State, (c) joint research for plasma physics, and (d) promotion of joint planning.

I have further the honor to note that an arrangement specifying the details and procedures of cooperative

**His Excellency**

**George P. Shultz**

**The Secretary of State**

activities in a joint fusion research project using the said Doublet III facility and designed to serve the same purpose as the implementing arrangements contemplated in Article IV of the Basic Agreement has already been made between the Japan Atomic Energy Research Institute and the Department of Energy of the United States of America.

I, therefore, have the honor to propose, on behalf of the Government of Japan, the following arrangements:

1. (1) The two Governments will maintain and intensify their cooperation in research and development in the area of fusion through exchange programs, joint research for plasma physics, and promotion of joint planning (hereinafter referred to as "the Cooperation in Fusion Research and Development") on the basis of equality and mutual benefit.

(2) The Cooperation in Fusion Research and Development will be undertaken in conformity with the functions of the Fusion Committee contemplated in paragraph 1 of the Exchange of Notes mentioned above. The details of the areas of the Cooperation in Fusion Research and Development will be discussed and identified by the Fusion Committee within the scope of its duties provided for in paragraph 4 of the said Exchange of Notes.

2. The Cooperation in Fusion Research and Development will be conducted by the Monbusho, the Ministry of International Trade and Industry, and the Science and Technology Agency on the Japanese side and by the Department of Energy on the United States side (hereinafter jointly referred to as "the Implementing Agencies"). The Science and Technology Agency may

designate official institutions whose annual budgets and operating plans are approved by the Minister of State for Science and Technology of Japan (hereinafter referred to as "the Designees"), with the consent of the Designees, to assist in the implementation of the Cooperation in Fusion Research and Development.

3. The Cooperation in Fusion Research and Development may take the following forms:

- (1) Exchange of scientific and technical information;
- (2) Holding of seminars and other meetings;
- (3) Short-term visits by scientists, engineers and other experts to the facilities of the Implementing Agencies or of the Designees;
- (4) Exchange and loan of equipment, instruments and materials for testing;
- (5) Exchange of scientists, engineers and other experts for participation in research, development, analysis, design, planning and experimental activities conducted at the facilities of the Implementing Agencies or of the Designees; and
- (6) Other forms of cooperative activities as may be mutually agreed.

4. The equitable distribution of industrial property resulting from the Cooperation in Fusion Research and Development and of licenses thereof will be achieved by the Implementing Agencies within the scope of the applicable laws and regulations in each country.

5. Activities under the present arrangements shall be subject to budgetary appropriations and to the applicable laws and regulations in each country.

6. (1) The Implementing Agencies may make implementing arrangements specifying the details and procedures not prescribed in the present arrangements.

(2) It is understood that the Designees and the Department of Energy may also make arrangements designed to serve the same purpose as such implementing arrangements.

7. All questions related to the present arrangements will be settled by mutual consultations of the two Governments.

8. The present arrangements shall continue in force as long as the Basic Agreement remains in force. However, either Government may at any time give written notice to the other Government of its intention to terminate the present arrangements, in which case the present arrangements shall terminate six months after such notice has been given.

If the foregoing arrangements are acceptable to the Government of the United States of America, I have further the honor to propose that this Note and Your Excellency's reply to that effect shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to  
Your Excellency the assurances of my highest  
consideration.

For the Ambassador Extraordianry  
and Plenipotentiary of Japan:

*Mitsuo Miyoguchi*

DEPARTMENT OF STATE  
WASHINGTON

January 24, 1983

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to Article IV of the Agreement between the Government of Japan and the Government of the United States of America on Cooperation in Research and Development in Energy and Related Fields, signed at Washington on May 2, 1979 (hereinafter referred to as 'the Basic Agreement'), which provides that implementing arrangements specifying the details and procedures of cooperative activities in the areas referred to in Article II of the Basic Agreement will be made between the two Governments or their agencies, whichever is appropriate, and to the Exchange of Notes between the two Governments dated August 24, 1979 which establishes a Coordinating Committee on Fusion Energy (hereinafter referred to as 'the Fusion Committee') and provides that cooperative activities in the area of fusion covered by the Fusion Committee will include (a) exchange programs, (b) joint research project using the Doublet III, a tokamak facility located in California State, (c) joint research for plasma physics, and (d) promotion of joint planning.

His Excellency

Yoshio Okawara

Ambassador Extraordinary and Plenipotentiary of Japan

"I have further the honor to note that an arrangement specifying the details and procedures of cooperative activities in a joint fusion research project using the said Doublet III facility and designed to serve the same purpose as the implementing arrangements contemplated in Article IV of the Basic Agreement has already been made between the Japan Atomic Energy Research Institute and the Department of Energy of the United States of America.

"I, therefore, have the honor to propose, on behalf of the Government of Japan, the following arrangements:

"1. (1) The two Governments will maintain and intensify their cooperation in research and development in the area of fusion through exchange programs, joint research for plasma physics, and promotion of joint planning (hereinafter referred to as 'the Cooperation in Fusion Research and Development') on the basis of equality and mutual benefit.

(2) The Cooperation in Fusion Research and Development will be undertaken in conformity with the functions of the Fusion Committee contemplated in paragraph 1 of the Exchange of Notes mentioned above. The details of the areas of the Cooperation in Fusion Research and Development will be discussed and identified by the Fusion Committee within the scope of its duties provided for in paragraph 4 of the said Exchange of Notes.

"2. The Cooperation in Fusion Research and Development will be conducted by the Monbusho, the Ministry of International Trade and Industry, and the Science and Technology Agency on the Japanese side and by the Department of Energy on the United States side (hereinafter jointly referred to

as 'the Implementing Agencies'). The Science and Technology Agency may designate official institutions whose annual budgets and operating plans are approved by the Minister of State for Science and Technology of Japan (hereinafter referred to as 'the Designees'), with the consent of the Designees, to assist in the implementation of the Cooperation in Fusion Research and Development.

"3. The Cooperation in Fusion Research and Development may take the following forms:

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- (6) Other forms of cooperative activities as may be mutually agreed.

"4. The equitable distribution of industrial property resulting from the Cooperation in Fusion Research and Development and of licenses thereof will be achieved by the Implementing Agencies within the scope of the applicable laws and regulations in each country.

"5. Activities under the present arrangements shall be subject to budgetary appropriations and to the applicable laws and regulations in each country.

"6. (1) The Implementing Agencies may make implementing arrangements specifying the details and procedures not prescribed in the present arrangements.

(2) It is understood that the Designees and the Department of Energy may also make arrangements designed to serve the same purpose as such implementing arrangements.

"7. All questions related to the present arrangements will be settled by mutual consultations of the two Governments.

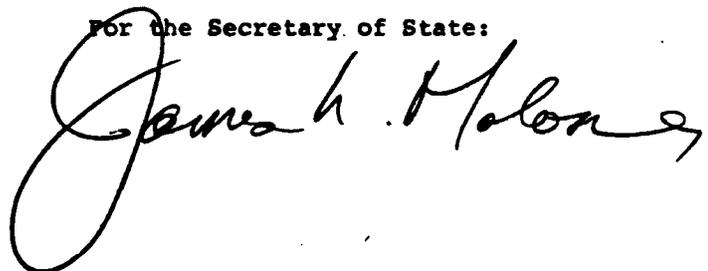
"8. The present arrangements shall continue in force as long as the Basic Agreement remains in force. However, either Government may at any time give written notice to the other Government of its intention to terminate the present arrangements, in which case the present arrangements shall terminate six months after such notice has been given.

"If the foregoing arrangements are acceptable to the Government of the United States of America, I have further the honor to propose that this Note and Your Excellency's reply to that effect shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply."

I have further the honor to confirm that the foregoing arrangements are acceptable to the Government of the United States of America and to agree that Your Excellency's Note and this Note in reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

For the Secretary of State:

A handwritten signature in cursive script, reading "James H. Malone". The signature is written in dark ink and is positioned below the typed name "For the Secretary of State".