



PRACTICAL ARRANGEMENTS

between

FUKUSHIMA PREFECTURE

and

THE INTERNATIONAL ATOMIC ENERGY AGENCY

on

FUKUSHIMA PREFECTURE INITIATIVE PROJECTS

These Practical Arrangements are made between Fukushima Prefecture, whose address is 2-16 Sugitsuma-cho, Fukushima City, Fukushima Prefecture 960-8670, 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, Fukushima Prefecture 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 and to provide assistance in Fukushima Prefecture, on Fukushima Prefecture initiative projects addressing off-site activities related to the radiation situation and radioactive waste management after the accident that occurred at TEPCO’s Fukushima Daiichi Nuclear Power Station.

2. Scope of Cooperation

The Parties have identified the following projects and activities that will be administered by Fukushima Prefecture for which cooperation may be pursued, subject to the Parties’ respective mandates, governing regulations, rules, policies and procedures:

1. Survey of radionuclide movement in rivers and lakes;
2. Survey of radionuclide movement with wild life; and
3. Project for studying decontamination technology for rivers and lakes.

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 to the 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 which are to be secured by Fukushima Prefecture.

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 of the Parties 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 names, emblems or flags of the other Party without such 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

The Parties note that the Government of Japan accepted the Agreement on the Privileges and Immunities of the IAEA on 18 April 1963.

11. Settlement of Disputes

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 three (3) years after signature by both Parties and can be extended by the consent of the Parties expressed in writing.

14. Discontinuation

Notwithstanding Paragraph 13, 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 Fukushima Prefecture:

(Signature)

Mr. Tetsuya Hasegawa

Director General
Social Affairs & Environment
Department

(Name and title)

(Place and Date)

For the IAEA:

(Signature)

Mr. Denis Flory

Deputy Director General
Head of the Department of Nuclear Safety
and Security

(Name and title)

(Place and Date)