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NUCLEAR  
ENERGY



Treaty Series No. 36 (1999)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of Japan

## for Co-operation in the Peaceful Uses of Nuclear Energy

with Agreed Minutes

Tokyo, 25 February 1998

[The Agreement entered into force on 12 October 1998]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
June 1999*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF JAPAN FOR CO-OPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan;

Desiring to continue to co-operate in the promotion and development of the peaceful uses of nuclear energy;

Considering the close co-operation between the United Kingdom of Great Britain and Northern Ireland and Japan in the peaceful uses of nuclear energy under the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan for Co-operation in the Peaceful Uses of Atomic Energy, signed on March 6, 1968<sup>1</sup> (hereinafter referred to as “the previous Agreement”);

Mindful that both the United Kingdom of Great Britain and Northern Ireland and Japan are parties to the Treaty on the Non-Proliferation of Nuclear Weapons, done on July 1, 1968<sup>2</sup> (hereinafter referred to as “the Non-Proliferation Treaty”);

Recognising that both the United Kingdom of Great Britain and Northern Ireland and Japan are members of the International Atomic Energy Agency (hereinafter referred to as “the Agency”); and

Recognising that the United Kingdom of Great Britain and Northern Ireland is a member of the European Atomic Energy Community (hereinafter referred to as “EURATOM”);

Have agreed as follows:

**ARTICLE 1**

1. The Contracting Parties shall co-operate under this Agreement for the promotion and development of the peaceful non-explosive uses of nuclear energy in the two countries in the following ways:

- (a) The Contracting Parties shall encourage co-operation between organisations under their respective jurisdictions, public and private, by exchanges of experts. When implementation of an arrangement or contract pursuant to this Agreement between British and Japanese organisations requires such exchanges of experts, the Contracting Parties shall facilitate the entry of the experts to their territories and their stay therein.
- (b) The Contracting Parties shall make available to each other unclassified information on such terms as may be agreed between themselves and facilitate exchanges of unclassified information on such terms as may be agreed between persons under their respective jurisdictions, or between either Contracting Party and persons under the jurisdiction of the other Contracting Party.
- (c) Either Contracting Party, or persons under its jurisdiction authorised by it, may supply to or receive from the other Contracting Party or persons under its jurisdiction authorised by it, material, nuclear material and equipment on such terms as may be agreed between the supplier and the recipient.
- (d) Either Contracting Party, or persons under its jurisdiction authorised by it, may perform services for or receive services from the other Contracting Party or persons under its jurisdiction authorised by it, on matters within the scope of this Agreement on such terms as may be agreed between the supplier and the recipient.

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<sup>1</sup>Treaty Series No. 3 (1969) Cmnd 3853.

<sup>2</sup>Treaty Series No. 88 (1970) Cmnd 4474.

2. The Contracting Parties may also co-operate for the promotion and development of the peaceful non-explosive uses of nuclear energy in ways additional to those enumerated in paragraph 1 above.

## ARTICLE 2

Co-operation between the Contracting Parties as specified in Article 1 of this Agreement shall be subject to the provisions of this Agreement, laws and regulations in force in their respective countries and shall require, in the case of co-operation envisaged in sub-paragraph (c) of paragraph 1 of the said Article, acceptance of the application of safeguards by the Agency:

- (a) with respect to all nuclear material in all nuclear activities within Japan, when the recipient is the Government of Japan or persons under its jurisdiction authorised by it. Implementation of the Agreement between the Government of Japan and the Agency in Implementation of Article III. 1 and 4 of the Non-Proliferation Treaty, done on March 4, 1977<sup>1</sup> shall be considered as fulfilling this requirement; and
- (b) with respect to all civil nuclear material in facilities within the United Kingdom of Great Britain and Northern Ireland, when the recipient is the Government of the United Kingdom of Great Britain and Northern Ireland or persons under its jurisdiction authorised by it. Implementation of the Agreement between the United Kingdom of Great Britain and Northern Ireland, EURATOM and the Agency in connection with the Non-Proliferation Treaty, done on September 6, 1976 shall be considered as fulfilling this requirement.

## ARTICLE 3

Material, nuclear material and equipment transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product shall be used only for peaceful non-explosive purposes.

## ARTICLE 4

1. To ensure the fulfilment of the obligations arising under Article 3 of this Agreement, nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product:

- (a) while within Japan, shall be subject to the agreement referred to in paragraph (a) of Article 2 of this Agreement;
- (b) (i) while within the United Kingdom of Great Britain and Northern Ireland, shall be subject to (1) the agreement referred to in paragraph (b) of Article 2 of this Agreement and supplementary measures to safeguards provided for in that agreement, and (2) safeguards applied by EURATOM pursuant to the Treaty establishing EURATOM, signed on March 25, 1957<sup>2</sup>, and  
(ii) shall not be placed in other territories of the United Kingdom of Great Britain and Northern Ireland unless arrangements have been made to accept the application of Agency safeguards equivalent to those specified in sub-paragraph (i) above and, where appropriate, to take supplementary measures to such safeguards.

2. If either Contracting Party becomes aware that for any reason the Agency or EURATOM is not or will not be applying safeguards as specified in paragraph 1 above, the Contracting Parties shall forthwith consult with each other to take rectifying measures and, in the absence of such rectifying measures, shall immediately enter into arrangements which conform to the principles and procedures of the Agency or EURATOM safeguards and which offer safeguards equivalent in terms of their effectiveness and coverage to those specified in paragraph 1 above.

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<sup>1</sup>Treaty Series No. 90 (1978) Cmnd 7388.

<sup>2</sup>Treaty Series No. 1 (1973) Cmnd 5179.

## ARTICLE 5

Adequate measures of physical protection shall be maintained with respect to nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product, as a minimum, at levels set out in Annex B of this Agreement.

## ARTICLE 6

1. Material, nuclear material and equipment transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product shall not be transferred or retransferred beyond the jurisdiction of the receiving Contracting Party, except into the jurisdiction of the supplying Contracting Party, unless the receiving Contracting Party is provided with the assurances of fulfilment of the conditions set out in Annex C of this Agreement in such a way as is deemed appropriate by the Contracting Parties, or unless, in the absence of such assurances, the prior written consent of the supplying Contracting Party is obtained.

2. In addition to complying with the provisions of paragraph 1 above, the following items shall not be transferred or retransferred beyond the jurisdiction of the receiving Contracting Party, except into the jurisdiction of the supplying Contracting Party, without the prior written consent of the supplying Contracting Party:

- (a) equipment for enrichment, reprocessing or heavy water production transferred pursuant to this Agreement; and
- (b) uranium enriched to 20% or more in the isotope 233 or 235 or plutonium transferred pursuant to this Agreement.

## ARTICLE 7

1. Material, nuclear material and equipment transferred between the two countries, whether directly or through a third country, shall become subject to this Agreement upon their entry into the jurisdiction of the receiving Contracting Party, only if the supplying Contracting Party has notified the receiving Contracting Party in writing of the intended transfer. Prior to the notified transfer of such items, the supplying Contracting Party shall obtain from the receiving Contracting Party a written confirmation that the transferred item will be held subject to this Agreement and that the proposed recipient, if other than the receiving Contracting Party, will be a person under the jurisdiction of the receiving Contracting Party authorised by it.

2. Material, nuclear material and equipment subject to this Agreement shall no longer be subject to this Agreement if:

- (a) such items have been transferred beyond the jurisdiction of the receiving Contracting Party in accordance with the relevant provisions of this Agreement;
- (b) the Contracting Parties agree that such items shall no longer be subject to this Agreement; or
- (c) in the case of nuclear material, the Agency determines, in accordance with the provisions for the termination of safeguards in the relevant agreement referred to in Article 2 of this Agreement, that the nuclear material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practicably irrecoverable.

## ARTICLE 8

1. The previous Agreement shall terminate on the date this Agreement enters into force.
2. Material, nuclear material and equipment falling within the scope of the previous Agreement, which are under the jurisdiction of a Contracting Party at the termination of the previous Agreement, shall be subject to this Agreement.

## ARTICLE 9

None of the provisions of this Agreement shall prejudice the obligations which are imposed on either Contracting Party at the date of the signature of this Agreement under other international agreements for the peaceful uses of nuclear energy and other relevant international agreements.

## ARTICLE 10

1. The Contracting Parties shall, at the request of either of them, consult with each other, if any question arises concerning the interpretation or application of this Agreement.
2. If any dispute arising out of the interpretation or application of this Agreement is not settled by negotiation, mediation, conciliation or other similar procedure, such dispute shall, at the request of either Contracting Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators appointed in accordance with the provisions of this paragraph. Each Contracting Party shall designate one arbitrator who may be a national of its country and the two arbitrators so designated shall elect a third, a national of a third country, who shall be the Chairman. If, within thirty days of the request for arbitration, either Contracting Party has not designated an arbitrator, either Contracting Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected, provided that the third arbitrator so appointed shall not be a national of the country of either Contracting Party. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of a majority of the members of the tribunal. The arbitral procedure shall be fixed by decisions of the tribunal. The decisions of the tribunal shall be binding on the Contracting Parties.

## ARTICLE 11

If either Contracting Party at any time following entry into force of this Agreement does not comply with the provisions of Articles 3 to 6 of this Agreement or the decisions of the arbitral tribunal referred to in Article 10 of this Agreement, the other Contracting Party shall have the right to require that Contracting Party to take corrective steps. If such corrective steps are not taken within a reasonable period of time, the Contracting Party which has required them shall thereupon have the right to suspend or terminate this Agreement by notification in writing. In this event the Contracting Party which has terminated this Agreement shall have the right to require the return of any nuclear material transferred pursuant to this Agreement which is then under the jurisdiction of the other Contracting Party, subject to payment therefor at prices then current.

## ARTICLE 12

For the purposes of this Agreement:

- (a) The term "Contracting Parties" means the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan; the term "Contracting Party" means one of the above "Contracting Parties";
- (b) The term "person" means any individual or entity, but does not include the Contracting Parties;

- (c) The term “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 specified in Part A of Annex A of this Agreement;
- (d) The term “nuclear material” means (i) source material, namely, uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 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 may be agreed to by the Contracting Parties; and such other substances as may be agreed to by the Contracting Parties; and (ii) special fissionable material, namely, plutonium, uranium-233, uranium enriched in the isotope 233 or 235; any substance containing one or more of the foregoing; and such other substances as may be agreed to by the Contracting Parties. Special fissionable material does not include source material;
- (e) The term “material” means substances for use in a nuclear reactor which are specified in Part B of Annex A of this Agreement, but does not include “nuclear material”;
- (f) The term “nuclear material recovered or produced as a by-product” means nuclear material derived from nuclear material transferred pursuant to this Agreement or nuclear material derived by one or more processes from the use of equipment transferred pursuant to this Agreement;
- (g) The term “unclassified information” means information not classified as restricted, confidential, secret or top secret by either of the Contracting Parties.

#### ARTICLE 13

The Annexes to this Agreement form an integral part of this Agreement. The Annexes may be modified by an agreement in writing between the Contracting Parties without amendment of this Agreement.

#### ARTICLE 14

1. This Agreement shall enter into force on the date on which the Contracting Parties exchange diplomatic notes informing each other that their respective constitutional requirements necessary to give effect to this Agreement have been complied with.
2. This Agreement shall remain in force for a period of twenty five years, and shall continue in force thereafter until terminated in accordance with the provisions of paragraph 3 of this Article.
3. Either Contracting Party may, by giving six months written notice to the other Contracting Party, terminate this Agreement at the end of the initial twenty five year period or at any time thereafter.
4. Notwithstanding the suspension or termination of this Agreement, Articles 3 to 6, paragraph 2 of Article 7 and Articles 10 to 12 of this Agreement shall continue in effect.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in duplicate at Tokyo, this twenty-fifth day of February, 1998 in the English and Japanese languages, both texts being equally authentic.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

For the Government of Japan:

DAVID WRIGHT

KEIZO OBUCHI

## ANNEX A

### Part A

#### 1. Nuclear reactors:

Nuclear reactors capable of operation so as to maintain a controlled self-sustaining fission chain reaction, excluding zero energy reactors, the latter being defined as reactors with a designed maximum rate of production of plutonium not exceeding 100 grams per year.

#### 2. Nuclear reactor vessels:

Metal vessels, or major shop-fabricated parts therefor, especially designed or prepared to contain the core of a nuclear reactor as defined in paragraph 1 above, as well as relevant reactor internals as defined in paragraph 8 below.

#### 3. Nuclear reactor fuel charging and discharging machines:

Manipulative equipment especially designed or prepared for inserting or removing fuel in a nuclear reactor as defined in paragraph 1 above.

#### 4. Nuclear reactor control rods and equipment:

Especially designed or prepared rods, support or suspension structures therefor, rod drive mechanisms or rod guide tubes to control the fission process in a nuclear reactor as defined in paragraph 1 above.

#### 5. Nuclear reactor pressure tubes:

Tubes which are especially designed or prepared to contain fuel elements and the primary coolant in a nuclear reactor as defined in paragraph 1 above at an operating pressure in excess of 50 atmospheres (5.1 MPa).

#### 6. Zirconium tubes:

Zirconium metal and alloys in the form of tubes or assemblies of tubes, especially designed or prepared for use in a nuclear reactor as defined in paragraph 1 above, and in which the relation of hafnium to zirconium is less than 1:500 parts by weight.

#### 7. Primary coolant pumps:

Pumps especially designed or prepared for circulating the primary coolant for a nuclear reactor as defined in paragraph 1 above.

#### 8. Nuclear reactor internals:

Nuclear reactor internals especially designed or prepared for use in a nuclear reactor as defined in paragraph 1 above, including support columns for the core, fuel channels, thermal shields, baffles, core grid plates and diffuser plates.

#### 9. Heat exchangers:

Heat exchangers (steam generators) especially designed or prepared for use in the primary coolant circuit of a nuclear reactor as defined in paragraph 1 above.

#### 10. Neutron detection and measuring instruments:

Especially designed or prepared neutron detection and measuring instruments for determining neutron flux levels within the core of a nuclear reactor as defined in paragraph 1 above.

11. Plants for the reprocessing of irradiated fuel elements, and equipment especially designed or prepared therefor.
12. Plants for the fabrication of nuclear reactor fuel elements, and equipment especially designed or prepared therefor.
13. Plants for the separation of isotopes of uranium and equipment, other than analytical instruments, especially designed or prepared therefor.
14. Plants for the production or concentration of heavy water, deuterium and deuterium compounds and equipment especially designed or prepared therefor.
15. Plants for the conversion of uranium and equipment especially designed or prepared therefor.

**Part B**

1. Deuterium:

Deuterium and any deuterium compound except heavy water (deuterium oxide) in which the ratio of deuterium to hydrogen atoms exceeds 1:5000 for use in a nuclear reactor as defined in paragraph 1 of Part A above.

2. Nuclear grade graphite:

Graphite having a purity level better than 5 parts per million boron equivalent and with a density greater than 1.50g/cm<sup>3</sup> for use in a nuclear reactor as defined in paragraph 1 of Part A above.



## **ANNEX B**

### **Levels of physical protection**

#### **CATEGORY III**

(as defined in the attached table)

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient countries, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

#### **CATEGORY II**

(as defined in the attached table)

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient countries, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

#### **CATEGORY I**

(as defined in the attached table)

Nuclear material in this Category shall be protected with highly reliable systems against unauthorised use as follows.

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response authorities. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorised access or unauthorised removal of the nuclear material concerned.

Transportation under special precautions as identified above for transportation of Category II and III nuclear material and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response authorities.

**TABLE: CATEGORISATION OF NUCLEAR MATERIAL**

<i>Nuclear Material</i>	<i>Form</i>	<i>Category I</i>	<i>Category II</i>	<i>Category III<sup>c</sup></i>
1. Plutonium <sup>a</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500g	500g or less but more than 15g
2. Uranium-235	Unirradiated <sup>b</sup> —uranium enriched to 20% <sup>235</sup> U or more —uranium enriched to 10% <sup>235</sup> U but less than 20% <sup>235</sup> U —uranium enriched above natural, but less than 10% <sup>235</sup> U	5 kg or more	Less than 5 kg but more than 1 kg 10 kg or more	1kg or less but more than 15 g Less than 10 kg but more than 1 kg 10 kg or more
3. Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500g	500g or less but more than 15g
4. Irradiated Fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content) <sup>d/e</sup>	

- a All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.
- b Nuclear material not irradiated in a reactor or nuclear material irradiated in a reactor but with a radiation level equal to or less than 1 Gy/hr (100rads/hr) at one meter unshielded.
- c Quantities not falling in Category III and natural uranium, depleted uranium and thorium should be protected at least in accordance with prudent management practice.
- d Although this level of protection is recommended, it would be open to the Contracting Parties, upon evaluation of the specific circumstances, to assign a different category of physical protection.
- e Other fuel which by virtue of its original fissile material content is classified as Category I or II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 1 Gy/hr (100 rads/hr) at one meter unshielded.

## ANNEX C

1. Items transferred or retransferred will be used only for peaceful non-explosive purposes in the receiving third country.
2. If the receiving third country is a non-nuclear weapon State, all nuclear material in that country is and will be subject to the application of safeguards by the Agency.
3. In the case that nuclear material is transferred or retransferred, safeguards by the Agency will be applied to the nuclear material in the receiving third country.
4. In the case that nuclear material is transferred or retransferred, adequate measures of physical protection of the nuclear material will be maintained in the receiving third country, as a minimum, at levels set out in Annex B.
5. Items transferred or retransferred will not be further retransferred beyond the receiving third country to another country unless the latter country provides assurances equivalent to those set out in this Annex C.

## AGREED MINUTES

In connection with the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan for Co-operation in the Peaceful Uses of Nuclear Energy, signed at Tokyo today (hereinafter referred to as "the Agreement"), the undersigned hereby record the following understandings:

1. With reference to paragraph (b) of Article 2 of the Agreement, it is confirmed that the Government of the United Kingdom of Great Britain and Northern Ireland has undertaken to accept the application of safeguards by the Agency, in accordance with the provisions of the Agreement between the United Kingdom of Great Britain and Northern Ireland, EURATOM and the Agency referred to in the said paragraph (hereinafter referred to as "the Agency Safeguards Agreement"), on all nuclear material in facilities or parts thereof within the United Kingdom of Great Britain and Northern Ireland, subject to exclusions for national security reasons only.
2. With reference to Article 4 of the Agreement, it is confirmed that, for the effective implementation of the Agreement, the Contracting Parties shall exchange annually the then current inventories of material, nuclear material and equipment subject to the Agreement and, in the case of the Government of the United Kingdom of Great Britain and Northern Ireland, nuclear material substituted for such nuclear material.
3. With reference to paragraph 1 of Article 4 of the Agreement, it is confirmed that the national and/or regional systems of accounting for and control of nuclear material covering all nuclear material subject to the Agreement have been established and will be maintained in accordance with the laws and regulations in force in each country.
4. It is confirmed that the supplementary measures referred to in sub-paragraph (b) (i) of paragraph 1 of Article 4 of the Agreement are as follows:
  - (a) The Government of the United Kingdom of Great Britain and Northern Ireland shall provide to the Government of Japan annually the list of facilities or parts thereof which are eligible for the application of safeguards by the Agency and the list of facilities or parts thereof which are designated by the Agency for the application of safeguards.
  - (b) When nuclear material is to be made subject to the Agreement and is to be located at facilities or parts thereof which are eligible for the application of safeguards by the Agency but not designated by the Agency for the application of safeguards, the Contracting Parties, at the request of either, shall make, through consultations and without delaying the transfer of such nuclear material, mutually satisfactory arrangements including, to the extent practicable, the substitution of nuclear material of the same quantity and equivalent or higher isotopic content in the fissionable isotopes at facilities or parts thereof which the Agency has designated for the application of safeguards.

- (c) The Government of the United Kingdom of Great Britain and Northern Ireland shall provide to the Government of Japan and the Agency, as mutually arranged, a report by facilities on an annual basis of nuclear material subject to the Agreement and nuclear material substituted for such nuclear material. This report will provide the inventories, shipments and receipts of such nuclear material.
- (d) The Contracting Parties shall consult, at the request of either, concerning any of the reports provided under sub-paragraph (c) above, and shall take appropriate measures for resolving any questions concerning such reports.
5. It is confirmed that the arrangements to take supplementary measures to Agency safeguards referred to in sub-paragraph (b) (ii) of paragraph 1 of Article 4 of the Agreement shall be made between the Contracting Parties.
6. With reference to paragraph 2 of Article 8 of the Agreement, it is confirmed that in order to facilitate the application of the provisions of the Agreement to material, nuclear material and equipment subject to the previous Agreement, the Contracting Parties shall establish a list of such items.
7. With reference to Article 9 of the Agreement, it is confirmed that the implementation of the Agreement is not hindered by the obligations of the Government of the United Kingdom of Great Britain and Northern Ireland under other international agreements for the peaceful uses of nuclear energy and other relevant international agreements.

At Tokyo, this twenty-fifth day of February, 1998

For the Government of the United  
Kingdom of Great Britain and Northern  
Ireland:

For the Government of Japan:

DAVID WRIGHT

KEIZO OBUCHI



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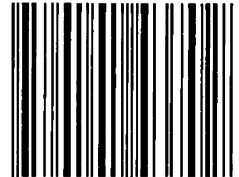
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