

No. 53010*

**Canada
and
Slovenia**

Agreement between the Government of Canada and the Government of the Republic of Slovenia for co-operation in the peaceful uses of nuclear energy (with annexes). Ljubljana, 31 May 1995

Entry into force: *23 April 1996 by notification, in accordance with article XII*

Authentic texts: *English, French and Slovene*

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**Canada
et
Slovénie**

Accord de coopération entre le Gouvernement du Canada et le Gouvernement de la République de Slovénie concernant les utilisations pacifiques de l'énergie nucléaire (avec annexes). Ljubljana, 31 mai 1995

Entrée en vigueur : *23 avril 1996 par notification, conformément à l'article XII*

Textes authentiques : *anglais, français et slovène*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
BETWEEN THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
FOR CO-OPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY**

The Government of Canada (hereinafter referred to as "Canada") and the Government of the Republic of Slovenia (hereinafter referred to as "Slovenia"), both hereinafter referred to as the Parties;

DESIRING to strengthen the friendly relations that exist between the Parties;

MINDFUL of the advantages of effective co-operation in the peaceful uses of nuclear energy;

RECOGNIZING that Canada and Slovenia are both non-nuclear-weapon States party to the Treaty on the Non-Proliferation of Nuclear Weapons done at London, Moscow and Washington on July 1, 1968, (hereinafter referred to as the "NPT") and, as such, have undertaken not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices and that each Party has concluded an agreement with the International Atomic Energy Agency (hereinafter referred to as the "IAEA") for the application of safeguards in connection with the NPT;

UNDERLINING further that the parties to the NPT have undertaken to facilitate, and have the right to participate in, the fullest possible exchange of nuclear material, material, equipment and scientific and technological information for the peaceful uses of nuclear energy and that parties to the NPT in a position to do so may also co-operate in contributing together to the further development of the applications of nuclear energy for peaceful purposes;

INTENDING, therefore, to co-operate with one another to these ends;

HAVE AGREED as follows:

ARTICLE I

For the purpose of this Agreement:

- (a) "Appropriate governmental authority" means for Canada, the Atomic Energy Control Board, and for Slovenia, the Slovenian Nuclear Safety Administration;
- (b) "Equipment" means any of the equipment listed in Annex B to this Agreement;
- (c) "Material" means any of the material listed in Annex C to this Agreement;
- (d) "Nuclear material" means any source material or any special fissionable material as these terms are defined in Article XX of the Statute of the IAEA which is attached as Annex D to this Agreement. Any determination by the Board of Governors of the IAEA under Article XX of the IAEA's Statute that amends the list of material considered to be "source material" or "special fissionable material", shall only have effect under this Agreement when the Parties to this Agreement have informed each other in writing that they accept that determination;
- (e) "Persons" means individuals, firms, corporations, companies, partnerships, associations and other entities, private or governmental whether possessed of legal personality or not and their respective agents; and
- (f) "Technology" means technical data that the supplier Party has designated, prior to transfer and after consultation with the recipient Party, as being relevant in terms of non-proliferation and important for the design, production, operation or maintenance of equipment or for the processing of nuclear material or material and (i) includes, but is not limited to, technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals; but (ii) excludes data available to the public.

ARTICLE III

(1) The Parties shall encourage and facilitate co-operation between persons under their respective jurisdictions on matters within the scope of this Agreement.

(2) Subject to the terms of this Agreement, persons under the jurisdiction of either Party may supply to or receive from persons under the jurisdiction of the other Party nuclear material, material, equipment and technology, on commercial or other terms as may be agreed by the persons concerned.

(3) Subject to the terms of this Agreement, persons under the jurisdiction of either Party may provide persons under the jurisdiction of the other Party with technical training in the application of nuclear energy for peaceful uses on commercial or other terms as may be agreed by the persons concerned.

(4) The Parties will make efforts to facilitate exchanges of experts, technicians and specialists related to activities under this Agreement.

(5) The Parties shall take all precautions necessary to preserve the confidentiality of information including commercial and industrial secrets transferred between persons under their respective jurisdictions.

(6) The Parties may, subject to terms and conditions to be jointly determined, collaborate on safety and regulatory aspects of the production of nuclear energy including (a) exchange of information and (b) technical co-operation and training.

(7) A Party shall not use the provisions of this Agreement for the purpose of securing commercial advantage or for the purpose of interfering with the commercial relations of the other Party.

(8) The cooperation contemplated by this Agreement shall be in accordance with the laws, regulations, and policies in force in Canada and Slovenia.

ARTICLE II

The co-operation contemplated under this Agreement relates to the use, development and application of nuclear energy for peaceful purposes and may include, inter alia:

- (a) the supply of information, which includes technology, related to:
 - i) research and development;
 - ii) health, nuclear safety, emergency planning and environmental protection;
 - iii) equipment (including the supply of designs, drawings and specifications);
 - iv) uses of nuclear material, material and equipment (including manufacturing processes and specifications);

and the transfer of patent and other proprietary rights pertaining to that information;

- (b) the supply of nuclear material, material and equipment;
- (c) the implementation of projects for research and development as well as for design and for application of nuclear energy for use in such fields as agriculture, industry, medicine, the generation of electricity and environmental protection;
- (d) industrial co-operation between persons in Canada and in Slovenia;
- (e) technical training and related access to and use of equipment;
- (f) the rendering of technical assistance and services, including exchanges of experts and specialists; and
- (g) the exploration for and development of uranium resources.