

**No. 53576\***

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**Canada  
and  
India**

**Agreement between the Government of Canada and the Government of the Republic of India for co-operation in peaceful uses of nuclear energy (with annexes). Toronto, 27 June 2010**

**Entry into force:** *20 September 2013 by notification, in accordance with article 14*

**Authentic texts:** *English, French and Hindi*

**Registration with the Secretariat of the United Nations:** *Canada, 25 April 2016*

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**Canada  
et  
Inde**

**Accord entre le Gouvernement du Canada et le Gouvernement de la République de l'Inde sur la coopération en matière d'utilisation de l'énergie nucléaire à des fins pacifiques (avec annexes). Toronto, 27 juin 2010**

**Entrée en vigueur :** *20 septembre 2013 par notification, conformément à l'article 14*

**Textes authentiques :** *anglais, français et hindi*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Canada, 25 avril 2016*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF CANADA**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF INDIA**

**FOR CO-OPERATION IN**

**PEACEFUL USES OF NUCLEAR ENERGY**

**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE  
REPUBLIC OF INDIA, (hereinafter referred to as the “Parties”),**

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

**RECALLING** the existence of past cooperation between the Parties in the use of nuclear energy for peaceful purposes;

**NOTING** that nuclear energy provides a safe, environmentally friendly and sustainable source of energy;

**AFFIRMING** the desire of the Parties, as States with comprehensive capabilities in advanced nuclear technologies to develop full civil nuclear cooperation and to promote the use of nuclear energy for peaceful purposes;

**DESIRING** in the interest of the Parties to develop such cooperation on the basis of mutual respect for sovereignty, non-interference in each others internal affairs, equality, mutual benefit, reciprocity, with due respect for each other's nuclear programs and in accordance with the principles governing their respective nuclear policies and their respective international obligations;

**DESIRING** to establish bilateral cooperation for the development and use of nuclear energy for peaceful purposes with a view to achieving sustainable development and strengthening energy security on a reliable, stable and predictable basis;

**NOTING** that the Parties share common concerns and objectives regarding the non-proliferation of weapons of mass destruction and their means of delivery, including possible linkages to terrorism, and affirm that international cooperation in peaceful uses of nuclear energy should be consistent with these objectives;

**HAVE AGREED** as follows:

## **ARTICLE I**

### **Definitions**

For the purpose of this Agreement:

“Appropriate Government Authority” means, for Canada the “Canadian Nuclear Safety Commission” and for India the “Department of Atomic Energy”;

“Basic scientific research” means experimental or theoretical work undertaken principally to acquire new knowledge of the fundamental principles of phenomena and observable facts, not primarily directed towards a specific practical aim or objective;

“By-products” means any radioactive material (except special fissionable material) yielded in or made radioactive by exposure to the radiation incident to the process of producing special fissionable material or utilizing source material or special fissionable material;

“Development” refers to all stages prior to “production”, such as design, design research, design analysis, design concepts, assembly and testing of prototypes, pilot production schemes, design data, process of transforming design data into a product, configuration design, integration design, layouts;

“Equipment” means any of the equipment listed in Annex B to this Agreement;

“Facility” means a reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation;

“Information” means any information that is not in public domain and is transferred in any form pursuant to this Agreement and is so designated and documented in hard copy or digital form by agreement of the Parties that it shall be subject to this Agreement, but will cease to be information whenever the Party transferring the information or any third party legitimately releases it in public domain;

“Intellectual property” has the meaning given by article 2 of the constituent instrument of the World Intellectual Property Organization (WIPO) signed in Stockholm on 14 July 1967;

“In the public domain”, as it applies herein, means technology that has been made available without restrictions upon its further dissemination. (Copyright restrictions do not remove technology from being in the public domain);

“Material” means any of the material listed in Annex A to this Agreement;

“Nuclear Material” means any “source material” or “special fissionable material” as those terms are defined in Article XX of the Statute of the IAEA, as amended and accepted by both Parties in writing;

“Person” shall mean any natural person or legal entity subject to the territorial jurisdiction of either Party but does not include the Parties;

“Production” shall mean all production phases such as construction, production engineering, manufacture, integration, assembly (mounting) inspection, testing, and quality assurance;

“Technology” means the specific information necessary for the “development”, “production” or “use” of items such as material, nuclear material and equipment with the exception of data “In the public domain” or of “Basic scientific research”;

“Use” shall mean operation, installation (including on-site installation) maintenance, repairs, overhaul and refurbishing.