

No. 5623

**CANADA
and
AUSTRALIA**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at Ottawa, on 4 August 1959**

Official text: English.

Registered by Canada on 21 March 1961.

**CANADA
et
AUSTRALIE**

**Accord de coopération concernant l'utilisation pacifique de
l'énergie atomique. Signé à Ottawa, le 4 août 1959**

Texte officiel anglais.

Enregistré par le Canada le 21 mars 1961.

No. 5623. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT OTTAWA, ON 4 AUGUST 1959

The Government of Canada and the Government of the Commonwealth of Australia,

Conscious of the many benefits, including the increase of energy supplies, the raising of agricultural and industrial production, the wider availability of knowledge and means to combat disease, and the assistance of research directed to wholesome and fruitful purposes, which the application of atomic energy to peaceful uses may be expected to provide,

Desiring to accelerate and enlarge the contribution which the development of atomic energy can make to the welfare and prosperity of their peoples,

Recognizing the advantages to them both of effective co-operation in the promotion and development of the peaceful uses of atomic energy,

Intending, therefore, to co-operate with one another to these ends,

Have agreed as follows :

Article I

1. The co-operation intended by this Agreement may include

(a) the supply of information relating to peaceful uses of atomic energy and, in particular, to

- (i) research and development,
- (ii) problems of health and safety,
- (iii) equipment and facilities (including the supply of designs, drawings and specifications), and
- (iv) uses of equipment, facilities, materials, source material, special nuclear material and fuel;

(b) the supply of equipment, facilities, materials, source material, special nuclear material and fuel;

¹ Came into force on 7 October 1959, the date of the exchange of the instruments of ratification at Canberra, in accordance with article VII.

- (c) transfer of patent rights;
- (d) access to and use of equipment and facilities.

2. The co-operation provided for in this Article shall be effected on terms and conditions to be agreed.

Article II

1. Governmental enterprises of either Contracting Party may

- (a) deal directly with or perform services for the other Contracting Party, governmental enterprises of the other Contracting Party or authorized persons under the jurisdiction of the other Contracting Party in matters within the scope of this Agreement;
- (b) acquire from the said Contracting Party information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material.

2. Persons under the jurisdiction of either Contracting Party may

- (a) with the general or specific authorization of their Government, deal directly with or perform services for persons under the jurisdiction of the other Contracting Party as authorized by the latter, or the other Contracting Party or governmental enterprises of the latter, in matters within the scope of this Agreement;
- (b) unless otherwise specified by the other Contracting Party at or before the time of transmission, acquire from their Government information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material.

3. Either Contracting Party may transfer to international organizations, or to third Governments, or to enterprises or individuals under the jurisdiction of third Governments,

- (a) information, equipment (other than nuclear reactors), facilities and materials obtained pursuant to this Agreement, unless otherwise specified by the other Contracting Party;
- (b) identified material after irradiation, for chemical processing or storage, subject however to the terms of a written authorization of the supplying Contracting Party.

4. Each Contracting Party shall be responsible towards the other for ensuring that the provisions of this Agreement are accepted and complied with by all of its governmental enterprises, and by all persons under its jurisdiction, to which authorization has been granted by or pursuant to this Agreement.

Article III

Any supply pursuant to this Agreement shall be subject to the provisions of this Agreement and, in particular, to the following conditions :

- (a) information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material, shall not be transferred unless such transfer is authorized by or pursuant to the provisions of Article II of this Agreement;
- (b) source material, special nuclear material and fuel shall not be supplied in quantities exceeding those actually needed for research and development purposes or for the efficient and continuous operation of specified nuclear reactors;
- (c) source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to acquire any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed by the recipient Contracting Party for its own use and by persons under its jurisdiction for their own use;
- (d) source material, special nuclear material and fuel obtained pursuant to this Agreement shall not be processed or altered in form or content after irradiation except as authorized in writing by the supplying Contracting Party, and processing and alteration so authorized shall be effected in facilities approved by the supplying Contracting Party;
- (e) identified material shall be secured with precautions acceptable to the supplying Contracting Party.

Article IV

1. Each supplying Contracting Party shall be permitted to assure itself that the provisions of this Agreement are complied with and, in particular, that identified material is being used for peaceful purposes only, and to that end the supplying Contracting Party shall have the right

- (a) to examine the design of equipment (including nuclear reactors) or facilities in which identified material is to be used or stored, with a view to ensuring that such identified material will not further any military purpose and that effective application of the safeguards provided for in this Agreement shall be feasible;
- (b) to require maintenance and production of adequate records to assist in ensuring accountability for identified material;
- (c) to call for and receive progress reports;

- (d) to approve the means to be used for the chemical processing of identified material after irradiation, with a view to ensuring that such processing will not lend itself to diversion of identified material to military use;
- (e) to send representatives, designated by it after consultation with the other Contracting Party, into the territory of the latter, which representatives shall have access at all times to all places, equipment and facilities where identified material is used, stored or located, to all data relating to such identified material, and to all persons who by reason of their occupation deal with such identified material or such data, as may be necessary to account for all identified material and to determine whether such identified material is being used for peaceful purposes only. Such representatives, provided they shall not thereby be delayed or otherwise impeded in the exercise of their functions, shall be accompanied by representatives of the other Contracting Party if the latter so requests.

2. At or after the time the International Atomic Energy Agency is in a position to carry out the safeguards functions provided for in its Statute,¹ the Contracting Parties will consult together to determine whether and to what extent they may wish to modify the safeguards provisions set out in this Agreement so that they may conform more closely with those of the said Statute, and to have the application of safeguards carried out by the said Agency.

3. Each Contracting Party, if it has determined that identified material is furthering a military purpose, shall have the right to suspend or cancel scheduled delivery of source material, special nuclear material, and fuel, and to require the return of all identified material under the control of the other Contracting Party.

Article V

1. There shall be excluded from the scope of this Agreement :
- (a) the supply of information, equipment, facilities or materials, and access to equipment or facilities considered by a Contracting Party as primarily of military significance, and the employment for any military purpose of information, equipment, facilities or materials obtained pursuant to this Agreement or identified material;
 - (b) the supply of information and the transfer of proprietary or patent rights received from another government under terms preventing such supply or transfer;

¹ United Nations, *Treaty Series*, Vol. 276, p. 3; Vol. 293, p. 359; Vol. 312, p. 427; Vol. 316, p. 387, and Vol. 356, p. 378.

- (c) the supply of information developed or owned by, and the transfer of proprietary or patent rights owned by, persons under the jurisdiction of the supplying Contracting Party unless with the consent of and under terms to be specified by such persons;
- (d) the supply of information regarded by a supplying Contracting Party as being of commercial value unless under terms specified by the said Contracting Party.

2. This Agreement shall have effect subject to the laws, regulations and licensing requirements of each Contracting Party.

3. Unless otherwise specified at the time of transmission nothing in this Agreement shall be interpreted as imposing any responsibility with regard to the accuracy of any information supplied pursuant to this Agreement, or with regard to the suitability for any particular use or the accuracy of specifications of equipment, facilities, materials, source material, special nuclear material or fuel supplied pursuant to this Agreement.

Article VI

For the purpose of this Agreement, except as otherwise specified therein,

- (a) "Equipment" means any apparatus, device, or machine of particular utility in research, development, use, processing, or storage relating to atomic energy activities;
- (b) "Facilities" means all plants, buildings or structures containing or incorporating equipment as defined in Paragraph (a) of this Article, or otherwise particularly suited or used for atomic energy activities;
- (c) "Materials" means all radioactive substances, all other substances of special applicability to or importance in atomic energy activities (such as heavy water and zirconium), and such other substances as may be agreed between the Contracting Parties; but materials shall not include identified material as defined in Paragraph (g) of this Article;
- (d) "Source material" means 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 material containing one or more of the foregoing in such concentration as may be agreed between the Contracting Parties; and such other material as may be agreed between the Contracting Parties;

- (e) "Special nuclear material" means plutonium; uranium-233; uranium-235; uranium enriched in the isotopes 233 or 235; any material containing one or more of the foregoing; and such other material as may be agreed between the Contracting Parties; but the term "special nuclear material" shall not include source material;
- (f) "Fuel" means source material or special nuclear material or both when intended or suitable in form and quantity for introduction into a nuclear reactor to assist in producing or maintaining a nuclear chain reaction;
- (g) "Identified material" means source material, special nuclear material or fuel obtained pursuant to this Agreement, or special nuclear material derived from the use of source material special nuclear material or fuel obtained pursuant to this Agreement or produced in a nuclear reactor obtained pursuant to this Agreement;
- (h) "Governmental enterprises" means Atomic Energy of Canada Limited and Eldorado Mining and Refining Limited as for the Government of Canada and The Australian Atomic Energy Commission as for the Government of the Commonwealth of Australia, and such other enterprises as may be agreed between the Contracting Parties.
- (i) "Persons" means individuals, firms, corporations, companies, partnerships, associations and other entities private or governmental, and their respective agents and local representatives; but the term "persons" shall not include governmental enterprises as defined in Paragraph (h) of this Article.

Article VII

1. The present Agreement shall be ratified and the exchange of the instruments of ratification shall be held at Canberra as soon as possible.

2. The present Agreement shall come into force upon the date of the exchange of the instruments of ratification.

3. It shall remain in force for a minimum period of ten years, and thereafter until six months after notice of termination has been given by either Contracting Party to the other, unless such notice has been given six months prior to the expiry of the said period of ten years.

IN WITNESS WHEREOF the undersigned, duly authorized for this purpose by their respective governments, have signed the present Agreement and have affixed thereto their seals.

DONE at Ottawa, in duplicate, in the English language this 4th day of August, nineteen hundred and fifty-nine.

For the Government of Canada :

H. C. GREEN

For the Government of the Commonwealth of Australia :

W. CAWTHORN
