

No. 6894

**CANADA
and
EUROPEAN ATOMIC ENERGY COMMUNITY
(EURATOM)**

Agreement for co-operation in the peaceful uses of atomic energy (with exchange of notes). Signed at Brussels, on 6 October 1959

Official texts of the Agreement: English, French, German, Italian and Dutch.

Official text of the notes: French.

Registered by Canada on 28 August 1963.

**CANADA
et
COMMUNAUTÉ EUROPÉENNE DE L'ÉNERGIE
ATOMIQUE (EURATOM)**

Accord de coopération concernant les utilisations pacifiques de l'énergie atomique (avec échange de notes). Signé à Bruxelles, le 6 octobre 1959

Textes officiels de l'Accord: anglais, français, allemand, italien et néerlandais.

Texte officiel des notes: français.

Enregistré par le Canada le 28 août 1963.

No. 6894. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM) FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT BRUSSELS, ON 6 OCTOBER 1959

PREAMBLE

The Government of Canada and the European Atomic Energy Community (Euratom), acting through its Commission (hereinafter referred to as "the Commission");

Considering that the Community has been established by the Kingdom of Belgium, the Federal Republic of Germany, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands in the Treaty signed at Rome on March 25, 1957,² with the aim of contributing to the raising of the standard of living in the Member States and to the development of exchanges with other countries by the creation of conditions necessary for the speedy establishment and growth of nuclear industries;

Considering that the Government of Canada and the Community have expressed their mutual desire for the development of close co-operation in the peaceful uses of atomic energy;

Desiring to collaborate with each other in order to promote and enlarge the contribution which the development of the peaceful uses of atomic energy can make to welfare and prosperity in Canada and within the Community;

Recognizing in particular that it would be to their mutual benefit to co-operate by establishing a joint programme of research and development;

Considering that an arrangement providing for co-operation in the peaceful uses of atomic energy would initiate a fruitful exchange of experience, provide opportunities for mutually beneficial action and reinforce solidarity within Europe and across the Atlantic;

Have agreed as follows :

Article I

1. The co-operation intended by this Agreement relates to the peaceful uses of atomic energy and includes

¹ Came into force on 18 November 1959 by an exchange of notes to that effect, in accordance with article XV (1).

² United Nations, *Treaty Series*, Vol. 298, p. 167.

- (a) the supply of information, including that relating to :
 - (i) research and development,
 - (ii) problems of health and safety,
 - (iii) equipment, facilities and devices (including the supply of designs, drawings, and specifications), and
 - (iv) uses of equipment, facilities, devices and material;
- (b) the supply of material;
- (c) the procurement of equipment and devices;
- (d) the use of patent rights;
- (e) access to and use of equipment and facilities.

2. The co-operation provided for in this Agreement shall be effected on terms and conditions to be agreed and in accordance with the applicable laws, regulations and other licensing requirements in force in Canada and within the Community.

3. Each Contracting Party shall be responsible toward the other for ensuring that the provisions of this Agreement are accepted and complied with as to Canada by all of its governmental enterprises and by all persons under its jurisdiction, and as to the Community, in accordance with the provisions of the abovementioned Treaty, by all persons within the Community to whom authorization has been granted pursuant to this Agreement.

Article II

Without limiting the generality of Article I, the co-operation envisaged in this Agreement will include a joint programme of research and development connected with the natural uranium fuelled heavy water moderated type of nuclear reactor.

Article III

1. (a) The Contracting Parties may make available to each other and to persons within the Community or under the jurisdiction of the Government of Canada, information at their disposal on matters within the scope of this Agreement.

(b) The supply of information received from any third party under terms preventing such supply shall be excluded from the scope of this Agreement.

(c) Information regarded by the supplying Contracting Party as being of commercial value shall be supplied only under terms and conditions specified by the said Contracting Party.

2. (a) The Contracting Parties shall encourage and facilitate the exchange of information between persons under the jurisdiction of the Government of Canada on the one hand and persons within the Community on the other hand on matters within the scope of this Agreement.

(b) Information owned by such persons shall be supplied only with the consent of and under terms and conditions to be specified by those persons.

Article IV

1. (a) The Contracting Parties shall grant or cause to be granted, to each other or to persons within the Community or under the jurisdiction of the Government of Canada, on terms and conditions to be agreed, licences or sublicences under patents owned by either Contracting Party, or as to which either has the right to grant licences or sublicences on matters within the scope of this Agreement.

(b) The granting of licences or sublicences under patents or licences received from any third party under terms preventing such grants shall be excluded from the scope of this Agreement.

2. (a) The Contracting Parties shall encourage and facilitate the granting, to persons within the Community or under the jurisdiction of the Government of Canada, of licences under patents, on matters within the scope of this Agreement, owned by persons under the jurisdiction of the Government of Canada or within the Community, respectively.

(b) Licences or sublicences under patents or licences owned by such persons shall be granted only with the consent of, and under terms and conditions to be specified by, those persons.

Article V

1. The Contracting Parties shall to such extent as is practicable provide technical advice to each other or to persons within the Community or under the jurisdiction of the Government of Canada, by the secondment of experts or in such other ways as may be agreed.

2. Each Contracting Party shall, wherever possible, provide in its own schools or facilities, and assist in obtaining elsewhere in Canada or within the Community, training in subjects relevant to the peaceful uses of atomic energy for students and trainees recommended by the other.

Article VI

The Contracting Parties agree that with the general or specific authorization of the Government of Canada or, when required by the Treaty establishing the European Atomic Energy Community (Euratom), of the Commission, source material and special nuclear material may be supplied or received under this Agreement on commercial terms or as otherwise agreed, by the Governmental enterprises of Canada, by the Supply Agency of the Community, or by persons under the jurisdiction of the Government of Canada or within the Community.

Article VII

The Contracting Parties shall, to such extent as is practicable, assist persons within the Community or under the jurisdiction of the Government of Canada in obtaining research and power reactors and in obtaining assistance in the design, construction and operation of such reactors.

Article VIII

The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Contracting Party or by persons within the Community or under the jurisdiction of the Government of Canada, of material, equipment and other requisites for atomic energy research, development and production within the Community or in Canada.

Article IX

1. The Government of Canada and the Community each undertakes that material or equipment obtained pursuant to the present Agreement, and source material or special nuclear material derived from the use of any material or equipment so obtained, shall be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose; and that to this end no material or equipment obtained pursuant to the present Agreement, or source or special nuclear material derived from the use of any material or equipment so obtained, shall be transferred to unauthorized persons or beyond its control except with the prior consent in writing of the Community or the Government of Canada, respectively.

2. The continuation of the co-operation envisaged in the present Agreement shall be contingent upon the mutually satisfactory application, for the purposes of Paragraph 1 of this Article, of the system for safeguards and control established by the Community in accordance with the Treaty establishing the European Atomic Energy Community (Euratom) and of the measures for accounting for the use of material or equipment established by the Government of Canada.

3. Consultation and exchange of visits between the Contracting Parties shall take place to give an assurance to both of them that the Community's safeguards and control system and the measures for accounting for the use of material or equipment established by the Government of Canada are satisfactory and effective for the purposes of the present Agreement. In implementing these systems, the Contracting Parties are prepared to consult with and exchange experiences with the International Atomic Energy Agency with the objective of establishing a system reasonably compatible with that of the International Atomic Energy Agency.

4. In recognition of the importance of the International Atomic Energy Agency, the Government of Canada and the Community shall consult from time to time to determine whether there are any areas of responsibility with regard to safeguards and control in which this Agency might be asked to assist.

Article X

1. Except as otherwise agreed, the application or use of any information (including designs, drawings and specifications) and any material, equipment, and devices, exchanged or transferred between the Contracting Parties under this Agreement, shall be the responsibility of the Contracting Party receiving it, and the other Contracting Party does not warrant the accuracy or completeness of such information, nor the suitability of such information, material, equipment, and devices for any particular use or application.

2. The Contracting Parties recognize that adequate measures in respect of third party liability are necessary for the carrying out of the objects of this Agreement. The Contracting Parties will co-operate in developing and securing the adoption of mutually satisfactory general arrangements in respect of third party liability by the earliest possible date. If there is a delay in concluding such general arrangements, the Contracting Parties shall consult with a view to making mutually satisfactory *ad hoc* arrangements for the furtherance of specific transactions.

Article XI

1. Article 106 of the Treaty signed at Rome on March 25, 1957, establishing the European Atomic Energy Community (Euratom) provides that Member States which before the date of entry into force of that Treaty have concluded Agreements with third countries for co-operation in the field of nuclear energy shall jointly with the Commission enter into the necessary negotiations with such third countries in order as far as possible to cause the rights and obligations arising out of such Agreements to be assumed by the Community.

2. The Government of Canada is prepared to enter into such negotiations with reference to any Agreement to which it is a party.

Article XII

The Contracting Parties reaffirm their common interest in fostering the peaceful uses of atomic energy through the International Atomic Energy Agency and intend that the results of their co-operation shall benefit this Agency and its Members.

Article XIII

1. At the request of either Contracting Party, representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of the present Agreement, to supervise its operation and to discuss arrangements for co-operation additional to those provided in the present Agreement.

2. The Contracting Parties may by mutual consent invite other countries to take part in the joint programme mentioned in Article II.

Article XIV

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

- (a) "Contracting Parties" means the Government of Canada and the Governmental enterprises of Canada as defined in Paragraph (b) of this Article on the one hand and the European Atomic Energy Community (Euratom) on the other hand;
- (b) "Governmental enterprises of Canada" means Atomic Energy of Canada Limited and Eldorado Mining and Refining Limited, and such other enterprises under the jurisdiction of the Government of Canada as may be agreed between the Contracting Parties;

- (c) "persons" means individuals, firms, corporations, companies, partnerships, associations, Government agencies or Government corporations and other entities, private or governmental; but the term "persons" shall not include the Contracting Parties as defined in Paragraph (a) of this Article;
- (d) "equipment" means major items of machinery or plant, or major components thereof, specially suitable for use in atomic energy projects;
- (e) "material" means source material, special nuclear material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors;
- (f) "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;
- (g) "special nuclear material" means plutonium; uranium 233; uranium 235; uranium enriched in the isotopes 233 or 235; any substance containing one or more of the foregoing; and such other substance as may be agreed between the Contracting Parties; but the term "special nuclear material" shall not include "source material";
- (h) "derived" means derived by one or more processes, whether successive or not;
- (i) "within the Community" means within the territories to which the Treaty establishing the European Atomic Energy Community (Euratom) applies or shall apply.

Article XV

1. The present Agreement shall be brought into force through an exchange of notes between the Government of Canada and the Community to that effect.

2. It shall remain in force for a period of ten years, and thereafter until six months after notice of termination has been given by either the Government of Canada or the Community, 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 the Government of Canada and the Commission respectively, have signed the present Agreement and have affixed thereto their seals.

DONE at Brussels this 6th day of October 1959 in the English, French, German, Italian and Netherlands languages, all five texts being equally authentic.

For the Government of Canada :

S. D. PIERCE

For the European Atomic Energy Community (EURATOM) :

HIRSCH

MEDI

DE GROOTE

KREKELER

SASSEN

[TRANSLATION¹ — TRADUCTION²]

EXCHANGE OF NOTES

I

*The Ambassador of Canada to Belgium to the President of the Commission,
European Atomic Energy Community (Euratom)*

CANADIAN EMBASSY

Brussels, 6 October 1959

Mr. President,

I have the honour to refer to the Agreement of today's³ date between the Government of Canada and the European Atomic Energy Community (Euratom) for co-operation in the peaceful uses of atomic energy, and in particular to article IX, Paragraph 1, dealing with reexports.

It is our understanding that the consent in writing mentioned therein is contingent upon such reexports being subject to a mutually satisfactory system of safeguards.

It is our expectation that the control systems of the International Atomic Energy Agency and the European Nuclear Energy Agency, when established, will prove to be satisfactory in this respect.

Accept, Mr. President, the renewed assurances of my highest consideration.

S. D. PIERCE
Ambassador

Mr. E. Hirsch
President of the Commission
European Atomic Energy Community (Euratom)
Brussels

¹ Translation by the Government of Canada.

² Traduction du Gouvernement canadien.

³ See p. 188 of this volume.

II

*The President of the Commission, European Atomic Energy Community
(Euratom) to the Ambassador of Canada to Belgium*

COMMUNAUTÉ EUROPÉENNE DE L'ÉNERGIE ATOMIQUE¹

Le Président de la Commission²

Brussels, 6 October 1959

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's note of today's date which reads as follows :

[*See note I*]

I have the honour to confirm that the above is also the understanding of the Euratom Commission.

Accept, Your Excellency, the renewed assurances of my highest consideration.

E. HIRSCH

His Excellency S. D. Pierce
Ambassador of Canada
Brussels

¹ European Atomic Energy Community.

² President of the Commission.