

No. 11378

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**INTERNATIONAL ATOMIC ENERGY AGENCY,  
CANADA and INDIA**

**Agreement relating to safeguards provisions. Signed at Vienna on  
30 September 1971**

*Authentic texts: English and French.*

*Registered by the International Atomic Energy Agency on 28 October 1971.*

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**AGENCE INTERNATIONALE  
DE L'ÉNERGIE ATOMIQUE,  
CANADA et INDE**

**Accord concernant des dispositions relatives aux garanties. Signé  
à Vienne le 30 septembre 1971**

*Textes authentiques: anglais et français.*

*Enregistré par l'Agence internationale de l'énergie atomique le 28 octobre 1971.*

AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF INDIA RELATING TO SAFEGUARDS PROVISIONS

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WHEREAS the Government of Canada and the Government of India have been co-operating closely in the development of nuclear energy for peaceful purposes and have concluded the Agreement between the Government of Canada and the Government of India relating to the Rajasthan Atomic Power Station and the Douglas Point Nuclear Generating Station of 16 December 1963,<sup>2</sup> as amended by the Supplementary Agreement of 16 December 1966 (together hereinafter referred to as the Co-operation Agreement) and supplemented by Exchanges of Letters of 16 December 1966, and of 26 July 1968, which require that the two Governments will use the fissionable material produced in the Rajasthan Atomic Power Station and the Douglas Point Nuclear Generating Station only for peaceful purposes;

WHEREAS the Co-operation Agreement reflects the mutual recognition by the two Governments of the desirability of making use of the facilities and services of the International Atomic Energy Agency;

WHEREAS the Agency is authorized, pursuant to its Statute,<sup>3</sup> to apply safeguards at the request of the Parties to any bilateral or multilateral arrangements;

WHEREAS Articles X to XIV of the Co-operation Agreement contain provisions for safeguards and the Exchanges of Letters of 16 December 1966 and of 26 July 1968 set out the procedures by which these provisions are to be implemented;

WHEREAS the two Governments have requested the Agency to enter into a trilateral agreement providing for Agency administration of these safeguards provisions;

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<sup>1</sup> Came into force on 30 September 1971 by signature, in accordance with section 26.

<sup>2</sup> United Nations, *Treaty Series*, vol. 529, p. 45.

<sup>3</sup> *Ibid.*, vol. 276, p. 3, and vol. 471, p. 334.

WHEREAS the Board of Governors of the Agency approved that request on 9 June 1971;

NOW, THEREFORE, the Agency and the two Governments agree as follows:

#### UNDERTAKINGS BY THE GOVERNMENTS AND THE AGENCY

*Section 1.* The Government of Canada agrees that the nuclear material used or produced in the Douglas Point Nuclear Generating Station will be used only for peaceful purposes.

*Section 2.* The Government of India agrees that the nuclear material used or produced in the Rajasthan Atomic Power Station will be used only for peaceful purposes.

*Section 3.* The Agency agrees to implement in accordance with this Agreement the provisions of Articles X to XIV inclusive of the Co-operation Agreement. For the purpose of implementing the aforementioned provisions, the detailed procedures set forth in paragraphs 1 to 8 inclusive of the Exchange of Letters of 16 December 1966 and in paragraphs 1 to 5 inclusive of the Exchange of Letters of 26 July 1968, shall apply. Additionally, subsidiary arrangements between the Agency and each of the two Governments shall, to the extent necessary, specify further how such provisions and procedures are to be applied. In concluding such arrangements each Government shall seek the concurrence of the other Government with a view to ensuring that the said arrangements are mutually compatible.

*Section 4.* The rights of the Government of Canada and the Government of India under Articles X to XIV inclusive of the Co-operation Agreement and in paragraphs 1 to 8 inclusive of the Exchange of Letters of 16 December 1966 and in paragraphs 1 to 5 inclusive of the Exchange of Letters of 26 July 1968 in respect of nuclear material used or produced in the Rajasthan Atomic Power Station and the Douglas Point Nuclear Generating Station respectively will be suspended while such nuclear material is subject to this Agreement and such rights shall thereupon be assumed by the Agency. It is understood that other rights and obligations of the Government of Canada and the Government of India under the Co-operation Agreement will not be affected by this Agreement.

*Section 5.* The Governments of Canada and India shall promptly notify the Agency of any amendment to the Co-operation Agreement.

## SAFEGUARDS PROCEDURES

*Section 6.* This Agreement shall apply to all nuclear material listed in the Annex to this Agreement and to nuclear material which is subsequently transferred under the Co-operation Agreement or used or produced in the Douglas Point Nuclear Generating Station or the Rajasthan Atomic Power Station.

*Section 7. (a)* The Governments of Canada and India shall notify the Agency of transfers between Canada and India of nuclear material pursuant to the Co-operation Agreement;

*(b)* The Government concerned shall notify the Agency of production and use of nuclear material in the Douglas Point Nuclear Generating Station or in the Rajasthan Atomic Power Station pursuant to Article XIV of the Co-operation Agreement and in accordance with paragraph 6 of the Exchange of Letters of 16 December 1966 and paragraphs 3 to 5 inclusive of the Exchange of Letters of 26 July 1968, and

*(c)* Notification required under Section 7 *(a)* shall be submitted in accordance with procedures to be agreed upon by the Parties; the establishment of such procedures shall not delay the implementation of this Agreement. All notifications under Section 7 *(a)* and *(b)* shall include to the extent relevant, the nuclear and chemical composition, the physical form and the quantities involved, the date of shipment, the date of receipt, the identity of the consignor and consignee and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear material.

*Section 8.* The Agency shall within thirty days of receipt of a notification pursuant to Section 7 *(a)* advise both Governments that, in accordance with this Agreement, it is able to implement the provisions of Articles X to XIV inclusive of the Co-operation Agreement in respect of the nuclear material covered by such notification or that it is unable to do so, in which case, however, it may indicate at what future time or under which conditions and to what extent it would be able to do so. Produced nuclear material for which notification is to be made under Section 7 *(b)* shall be subject to this Agreement from the time it is produced.

*Section 9. (a)* The Government of Canada or the Government of India shall convey to the Agency such information as may be required by the Agency

to the extent it is relevant to the implementation of this Agreement, regarding the Douglas Point Nuclear Generating Station or the Rajasthan Atomic Power Station; and

(b) If either Government intends to transfer nuclear material subject to this Agreement to any facility or place within its jurisdiction which the Agency has not previously accepted for applying safeguards, for the purpose of storing, containing, using, fabricating, processing or reprocessing such nuclear material, the Government concerned shall notify the Agency in advance and such information as may be required by the Agency to the extent it is relevant to the implementation of this Agreement shall be conveyed to the Agency before such transfer is effected. Details of the system of records and reports shall be mutually agreed between the Government concerned and the Agency before such records need to be kept or reports made, bearing in mind that these provisions shall be implemented in a manner designed to avoid delaying the intended transfer.

*Section 10.* In amplification of sub-paragraph 2 (c) of the Exchange of Letters of 16 December 1966, transfers of nuclear material subject to this Agreement to a recipient which is not under the jurisdiction of either of the two Governments may be made and the nuclear material involved shall thereupon cease to be subject to this Agreement, provided that such nuclear material will become subject to:

- (a) Agency safeguards in the recipient country; or
- (b) Safeguards other than those applied by the Agency under this Agreement but generally consistent with such safeguards and accepted as such by the Agency.

The Government concerned shall notify the Agency in advance of any such intended transfer of nuclear material in order that the Agency shall assure itself that such safeguards can be applied.

*Section 11.* (a) Heavy water supplied by Canada for the Rajasthan Atomic Power Station during the first six months following the entry into force of this Agreement shall not be transferred from the Station except as agreed by the Governments of Canada and India. The Agency shall verify the quantity and disposition of such heavy water in the Station in accordance with the relevant provisions of this Agreement. The Governments shall notify the Agency of any transfer between them of such heavy water. A system of records and reports with respect to such heavy water shall be established in accordance with arrangements to be agreed between the Government of

India and the Agency. The Agency shall provide each Government with an annual statement of the quantity of such heavy water in the Station as of the end of the calendar year concerned.

(b) In any event, upon conclusion of the first five-year period of this Agreement, such heavy water shall be removed from the scope of this Agreement by re-transfer from India to Canada or by substitution in accordance with procedures agreed to by Canada and India.

(c) It is further agreed that:

- (i) Nuclear material produced by the use during the aforesaid five-year period of such heavy water, and all subsequent generations of nuclear material produced in or by the use of such nuclear material, shall be subject to the implementation by the Agency of the safeguards provisions of this Agreement; and
- (ii) All nuclear material produced in the Station during the aforesaid five-year period shall for this period:
  - (aa) be retained in the Station, or
  - (bb) may be transferred to other facilities or places in accordance with Section 9 (b), in which event any nuclear material which might be produced in or by the use of such transferred nuclear material shall be retained in the facility where it is produced or returned to the Station, or an equivalent quantity of nuclear material shall be substituted for such produced nuclear material, in accordance with Section 13, for retention in that facility or in the Station, and such produced nuclear material or nuclear material substituted therefore shall be subject to the implementation by the Agency of the safeguards provisions of this Agreement, or
  - (cc) may be transferred in accordance with the provisions of Section 10 of this Agreement.

*Section 12.* The notifications provided for in Sections 9 (b) and 10 shall be sent to the Agency at least two weeks before each such transfer. The contents of these notifications shall conform, so far as appropriate, to the requirements of Section 7.

*Section 13.* Notwithstanding anything contained in this Agreement each Government shall have the right upon prior notice to the Agency to remove

from the scope of this Agreement quantities of nuclear material, provided it has, pursuant to mutually acceptable measurement arrangements, placed under the scope of this Agreement agreed equivalent quantities thereof.

*Section 14.* In the event that a special report is required to be submitted as contemplated in paragraph 6 (c) of the Exchange of Letters of 16 December 1966 and paragraph 5 of the Exchange of Letters of 26 July 1968, such additional amplifications and clarifications as the Government concerned and the Agency consider relevant shall be provided by that Government to the Agency.

*Section 15.* The provisions of this Agreement shall be terminated with respect to:

- (a) Nuclear material transferred from Canada or India pursuant to Section 10;
- (b) Nuclear material removed from the scope of this Agreement pursuant to Section 13 and;
- (c) Nuclear material with respect to which the Agency has determined that it 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 safeguards, or has become practically unrecoverable.

*Section 16.* The conditions for exemption, suspension or termination of the provisions of this Agreement with respect to nuclear material not covered by Section 15, or by paragraphs 3 and 4 of the Exchange of Letters of 16 December 1966, shall be decided by mutual agreement among the Parties.

*Section 17.* The Agency shall not publish or communicate to any State, organization or person any information obtained by it under this Agreement except with the consent of the Government of the State to which the information relates; provided, however, that specific information relating to implementation of its responsibilities in a State may be given to the Board and to such Agency staff members as require such knowledge by reason of their official duties in connection with this Agreement, but only to the extent necessary for the Agency to fulfil its responsibilities.

*Section 18.* If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If such Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking under Section 3 for such time as the Board determines; and
- (b) The Board may take any measures provided for in Article XII. C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this Section.

*Section 19.* Personnel designated by the Agency in accordance with paragraphs 1 to 3 of the Inspectors Document to perform functions under this Agreement shall be governed by paragraph 8 of the Exchange of Letters of 16 December 1966.

*Section 20.* The relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall apply to the Agency, its inspectors, and its property used by them in performing their functions pursuant to this Agreement.

*Section 21.* Agency inspectors, in locations where this is necessary, shall be provided, on request and for reasonable compensation if agreed on, with appropriate equipment for carrying out inspections and with suitable accommodation and transport.

*Section 22.* Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

*Section 23.* Canada and India shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under their respective jurisdictions shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Canada and India respectively.

*Section 24.* Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Sections 21, 22 and 24, shall, if they



so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

*Section 25.* The Parties shall, four years after the coming into force of this Agreement, and every five years thereafter, consult to review its provisions and implementation with a view to determining whether it should be amended. The Parties shall, at the request of any one of them, consult about amending this Agreement and take such action as may be mutually agreed. If the Board modifies the Safeguards System as contained in Agency document INFCIRC/66/Rev.2, or the Inspectors Document, or modifies the general nature of its safeguards agreements, this Agreement shall be amended, if the Parties so request, to take account of any or all such modifications.

*Section 26.* This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

*Section 27.* This Agreement shall be concluded for the duration of the Co-operation Agreement. It shall remain in force for an initial period of five years and shall stand extended automatically thereafter unless terminated by any Party, either at the end of the first five-year period or at any time thereafter, upon six months' prior notice to the other Parties, or as may otherwise be agreed; provided, however, that the provisions of Section 11 (c) (i) of this Agreement shall continue to apply.

#### DEFINITIONS

*Section 28.* For the purposes of this Agreement:

- (a) " Agency " means the International Atomic Energy Agency;
- (b) " Boards " means the Board of Governors of the Agency;
- (c) " Statute " means the Statute of the International Atomic Energy Agency;  
and
- (d) " Inspectors Document " means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961.

DONE in Vienna, this 30th day of September 1971, in triplicate in English and French, the texts in both languages being equally authentic.

For the International Atomic Energy Agency:

SIGVARD EKLUND

For the Government of Canada:

N. F. H. BERLIS

For the Government of India:

V. C. TRIVEDI

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