

No. 12479

**CANADA
and
SPAIN**

**Agreement for cooperation in the peaceful uses of atomic energy.
Signed at Ottawa on 8 September 1964**

Authentic texts : English and Spanish.

Registered by Canada on 3 May 1973.

**CANADA
et
ESPAGNE**

**Accord de coopération concernant l'utilisation pacifique de l'énergie
atomique. Signé à Ottawa le 8 septembre 1964**

Textes authentiques : anglais et espagnol.

Enregistré par le Canada le 3 mai 1973.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF SPAIN FOR COOPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The Government of Canada and the Government of Spain

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 cooperation in the promotion and development of the peaceful uses of atomic energy,

Intending, therefore, to cooperate with one another to these ends,

Have agreed as follows :

Article I

1. The cooperation intended by this Agreement relates to the peaceful uses of atomic energy only and excludes the supply of information, 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.

2. It shall include the following:

- (a) the supply of unclassified information including that relating 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;
- (c) transfer of patent rights;
- (d) access to and use of equipment and facilities;
- (e) the rendering of technical assistance and services.

3. The cooperation envisaged in this article shall be effected on terms and conditions to be agreed and in accordance with the laws, regulations and licensing requirements in force in Canada and Spain respectively.

¹ Came into force on 14 May 1965 by the exchange of the instruments of ratification, which took place at Madrid, in accordance with article VII (2).

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 II

1. The Contracting Parties shall, to such extent as is practicable, assist each other on matters within the scope of this Agreement. They shall encourage and facilitate cooperation between their governmental enterprises and persons under their jurisdiction, on matters within the scope of this Agreement.

2. Governmental enterprises and persons under the jurisdiction of either Contracting Party may, with the general or specific authorization of their Government if required, deal directly with and perform or receive services for or from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction, on matters within the scope of this Agreement.

Article III

1. Either Contracting Party its governmental enterprises or persons under its jurisdiction may supply to or receive from the other Contracting Party or governmental enterprises or persons under the jurisdiction of either Contracting Party, information on matters within the scope of this Agreement, subject to the following conditions :

- (a) information obtained by either Contracting Party pursuant to this Agreement may be transferred to a third party, unless otherwise specified at or before the time of supply;
- (b) 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;
- (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, shall take place only with the consent of and under terms specified by such persons.

2. The supply of information and the transfer of proprietary or patent rights received from a third party under terms preventing such supply or transfer shall be excluded from the scope of this Agreement.

Article IV

1. Governmental enterprises and persons under the jurisdiction of either Contracting Party may, with the general or specific authorization of their Government, supply to or receive from the other Contracting Party its governmental enterprises or authorized persons under its jurisdiction, equipment, facilities, materials, source material, special nuclear material and fuel, on commercial terms or as otherwise agreed.

2. Any such supply pursuant to this Agreement shall be subject to the terms of this Agreement and in particular to the following conditions :

- (a) unless otherwise specified by the supplying Contracting Party at or before the time of initial supply, equipment and materials obtained pursuant to this Agreement, and identified material, may be transferred to governmental enterprises of

the recipient Contracting Party and persons under the jurisdiction of the said Contracting Party subject, however, to the specific authorization of the latter;

- (b) (i) equipment (other than nuclear reactors) and materials obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party, if so specified by the supplying Contracting Party at or before the time of initial supply;
- (ii) identified material and nuclear reactors obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party without the prior written consent of the supplying Contracting Party;
- (c) source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to purchase for use for peaceful purposes only any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed for the use of the recipient Contracting Party its governmental enterprises or persons under its jurisdiction;
- (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 acceptable to the supplying Contracting Party;
- (e) representatives of the Contracting Parties shall consult with each other on the matter of precautions with which identified material is to be secured;
- (f) the recipient Contracting Party shall indemnify and hold harmless the supplying Contracting Party and its governmental enterprises against any and all liability (including third party liability) from any cause arising out of the production or fabrication, the supply, the ownership, the lease or the possession or use of materials and identified material supplied pursuant to this Agreement, after delivery to the recipient Contracting Party or to any individual or private or state organization authorized by the recipient 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 to the accuracy of specifications of equipment, facilities, materials, source material, special nuclear material or fuel supplied pursuant to this Agreement.

Article V

1. Until the Contracting Parties have concluded an agreement with the International Atomic Energy Agency transferring to the Agency the administration of the safeguards called for by the present Agreement, 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 to :

- (a) 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) require the maintenance and production of adequate records to assist in ensuring accountability for identified material, and call for and receive periodic reports based on such records;
- (c) satisfy itself that the means to be used for the chemical processing of identified material after irradiation will not lend themselves to diversion of identified material to military use;
- (d) send representatives, designated by it after consultation with the other Contracting Party, into the territory under the jurisdiction 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. Subject to their responsibilities to their respective governments pursuant to the provisions of this article, representatives and other officials of either Contracting Party who by reason of their official duties arising from the provisions of this article might acquire any industrial secret or other confidential information shall not make any disclosure of such information.

3. Each Contracting Party, if it has determined that identified material is furthering a military purpose, shall have the right to call upon the other Contracting Party to take corrective steps and, in case such steps are not taken within a reasonable time, 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 or within the jurisdiction of the other Contracting Party.

4. It being the intention of the Contracting Parties to avail themselves of the safeguards facilities created by the International Atomic Energy Agency, the foregoing provisions of this article shall apply until the Contracting Parties have concluded an agreement with the Agency to transfer to the Agency the administration of the safeguards called for by the present Agreement. The Contracting Parties shall, therefore, consult together with a view to making a request to the International Atomic Energy Agency to apply safeguards, in such respects and to such extent as the Contracting Parties may from time to time agree, in accordance with article XII of the Statute of the said Agency.¹ Consultations looking to such agreement shall take place upon the request of either Contracting Party.

Article VI

1. 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;

¹ United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

(c) "Materials" means all radioactive substances, and such other substances of special applicability to or importance in atomic energy activities 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, Junta de Energía Nuclear as for the Government of Spain 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.

(j) "Unclassified information" means information not bearing the security classification of "confidential", "secret" or "top secret"

Article VII

1. The present Agreement shall be ratified and the exchange of the instruments of ratification shall be held at Madrid 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.