

No. 14184

**CANADA
and
IRAN**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at Ottawa on 7 January 1972**

Authentic texts: English and French.

Registered by Canada on 18 August 1975.

**CANADA
et
IRAN**

**Accord de coopération concernant l'utilisation pacifique de
l'énergie atomique. Signé à Ottawa le 7 janvier 1972**

Textes authentiques : anglais et français.

Enregistré par le Canada le 18 août 1975.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE IMPERIAL GOVERNMENT OF IRAN FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

Government of Canada and the Imperial Government of Iran,

Conscious of the many benefits, including the increase of energy supplies, the raising of agricultural and industrial production, and the wider availability of knowledge and means to combat disease, which the application of atomic energy to peaceful uses is providing,

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 application 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 relates solely to the peaceful uses of atomic energy and includes:

- (a) the supply of information including that related to:
 - (i) research and development,
 - (ii) health and safety,
 - (iii) equipment and facilities (including the supply of designs, drawings and specifications), and
 - (iv) uses of equipment, facilities, material and nuclear material;
- (b) the supply of material, nuclear material, equipment and facilities;
- (c) transfer of patent rights;
- (d) access to and use of equipment and facilities as may from time to time be arranged;
- (e) the rendering of technical assistance and services;
- (f) visits by nuclear scientists from one country to the other as may from time to time be arranged.

2. In accordance with the Treaty for the Non-Proliferation of Nuclear Weapons² (NPT), the development or manufacture of a nuclear explosive device shall not be regarded as peaceful use for the purpose of co-operation contemplated under this Agreement.

3. The co-operation in this Article shall be effected on terms and conditions to be agreed and in accordance with the laws, regulations, licensing requirements and export policy in force from time to time in Canada and in Iran.

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 its governmental enterprises, and by all persons under its jurisdiction to which authorization has been granted by or pursuant to this Agreement.

¹ Came into force on 10 April 1973 by the exchange of the instruments of ratification, which took place at Tehran, in accordance with article VII (1) and (2).

² United Nations, *Treaty Series*, vol. 729, p. 161.

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 co-operation 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 the other Contracting Party, information on matters within the scope of this Agreement subject to the terms of this Agreement and to the following conditions:

- (a) subject to clauses 1(b) and 1(c) of this Article, information obtained pursuant to this Agreement may be transferred to a third party, unless otherwise specified at or before the time of supply;
- (b) the supply of information regarded by the owner as being of commercial value and the transfer of proprietary or patent rights shall only be made under terms and conditions specified by the owner;
- (c) the supply of information and the transfer of proprietary or patent rights received from a third party under terms prohibiting such supply or transfer shall be excluded from this Agreement.

2. 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 or material, nuclear material, equipment and facilities supplied pursuant to 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 as may be required supply to or receive from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction for peaceful purposes only material, nuclear material, equipment and facilities 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 to the following conditions:

- (a) (i) equipment and material obtained pursuant to this Agreement may be transferred beyond the jurisdiction of the recipient Contracting Party unless the supplying Contracting Party specifies to the contrary at or before the time of supply;
- (ii) nuclear material and facilities obtained pursuant to this Agreement and special nuclear material produced in or by the use of supplied material, nuclear material, equipment and facilities shall not be transferred beyond the jurisdiction of the recipient Contracting Party without the written consent of the supplying Contracting Party;

- (b) nuclear material obtained pursuant to this Agreement and special nuclear material produced in or by the use of supplied material, nuclear material, equipment and facilities shall not be reprocessed in a facility for the chemical reprocessing of nuclear material after irradiation except as authorized in writing by the supplying Contracting Party;
- (c) representatives of the Contracting Parties shall consult with each other on the precautions with which nuclear material obtained under this Agreement and special nuclear material produced in or by the use of such nuclear material are to be secured;
- (d) subject to any applicable warranties contractually undertaken in any agreement entered into pursuant to this Agreement, the recipient Contracting Party shall indemnify and hold harmless the supplying Contracting Party, its governmental enterprises and persons under its jurisdiction 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 material, nuclear material, equipment and facilities supplied pursuant to this Agreement after delivery to the recipient Contracting Party or its governmental enterprises or persons under its jurisdiction.

Article V. 1. The co-operation between the Contracting Parties excludes the supply of information, material, nuclear material, equipment and facilities considered by a Contracting Party as primarily of military significance.

2. The Contracting Parties declare and affirm that any material, nuclear material, equipment and facilities supplied pursuant to this Agreement and any special nuclear materials produced therefrom or thereby shall be used for peaceful purposes only and shall be subject to International Atomic Energy Agency safeguards in accordance with the Agency's Statute¹ and as specified in the documents, which may be issued by the Agency from time to time, setting out the required procedures authorized by the Agency, or as required under the NPT.

3. The Contracting Parties hereby agree to enter into an agreement with the Agency for the application of safeguards required pursuant to this Agreement and to co-operate fully with the Agency and with each other in the application of such safeguards.

4. If for any reason the International Atomic Energy Agency is not able to implement its safeguard procedures in respect of any material, nuclear material, equipment and facilities supplied pursuant to this Agreement and any special nuclear material produced therefrom or thereby the Contracting Parties agree that a bilateral safeguards system shall apply as comprehensive as that of the Agency's safeguards system then in effect and that the supplying Contracting Party shall have the same safeguard rights as those of the Agency in its safeguards system.

5. If it has been determined that nuclear material supplied pursuant to this Agreement or special nuclear material produced in or by the use of material, nuclear material, equipment and facilities supplied pursuant to this Agreement is furthering a military purpose or is being used for the development or manufacture of any nuclear explosive device, the supplying Contracting Party 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 rights (a) to suspend or cancel scheduled delivery of material, nuclear material, equipment and facilities (b) to

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

require the return of all material, nuclear material, equipment and facilities supplied pursuant to this Agreement and special nuclear material produced therefrom or thereby under the control or within the jurisdiction of the other Contracting Party, and (c) to notify the International Atomic Energy Agency of the action it has taken.

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, including components of nuclear reactors;

(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, including nuclear reactors;

(c) "Material" means any substance, other than nuclear material of special applicability to or importance in atomic energy activities;

(d) "Nuclear Material" means any source or special nuclear material as defined hereunder;

(i) "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;

(ii) "Special nuclear material" means plutonium; uranium-233; uranium enriched in the isotopes 235 or 233; any material containing one or more of the foregoing; but the term "special nuclear material" shall not include source material;

(e) "Governmental enterprise" means Atomic Energy of Canada Limited and Eldorado Nuclear Limited as for the Government of Canada, and the Ministry of Science and Higher Education as for the Imperial Government of Iran and such other enterprises as may be agreed between the Contracting Parties;

(f) "Persons" means individuals, firms, corporations, companies, partnerships, associations and other entities private or governmental and their respective agents and local representatives; but the terms "persons" shall not include governmental enterprises as defined in paragraph (e) of this Article;

(g) "Information" means any information, the disclosure of which would not be prejudicial to the security of the Government of Canada or of the Imperial Government of Iran.

Article VII. 1. The present Agreement shall be signed and ratified by the two Contracting Parties and the exchange of the instruments of ratification shall be held at Teheran as soon as possible.

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

3. The present Agreement shall remain in force for a minimum period of five years. If neither Contracting Party has notified the other at least six months prior to the expiry of such five-year period of its intention to terminate the present Agreement, the Agreement shall continue in force thereafter until six months after notice of termination has been given by either Contracting Party to the other.

Provided however that, notwithstanding the foregoing provisions for termination of the present Agreement, Article V hereof shall remain in force for as long as

any material, nuclear material, equipment and facilities supplied pursuant to this Agreement and any special nuclear material produced therefrom or thereby shall remain in existence and shall not have been returned by the receiving or producing Contracting Party to the supplying Contracting Party.

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 in two copies at Ottawa in the English and French languages, each version being equally authentic, this seventh day of January, 1972.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Accord et y ont apposé leurs sceaux.

FAIT en deux exemplaires à Ottawa, en langues anglaise et française, chaque version faisant également foi, ce septième jour de janvier 1972.

For the Government of Canada:
Pour le Gouvernement du Canada :
MITCHELL SHARP

For the Imperial Government of Iran :
Pour le Gouvernement Impérial d'Iran :
M. M. GOODARZI
