

**No. 17725**

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**CANADA  
and  
ROMANIA**

**Agreement for co-operation in the development and application of atomic energy for peaceful purposes (with annexes). Signed at Ottawa on 24 October 1977**

*Authentic texts: English, French and Romanian.*

*Registered by Canada on 11 April 1979.*

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**CANADA  
et  
ROUMANIE**

**Accord concernant la coopération dans le développement et l'utilisation de l'énergie atomique à des fins pacifiques (avec annexes). Signé à Ottawa le 24 octobre 1977**

*Textes authentiques : anglais, français et roumain.*

*Enregistré par le Canada le 11 avril 1979.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND  
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF  
ROMANIA FOR CO-OPERATION IN THE DEVELOPMENT AND  
APPLICATION OF ATOMIC ENERGY FOR PEACEFUL PUR-  
POSES

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The Government of Canada and the Government of the Socialist Republic of Romania,

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 purposes 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 development and application of atomic energy for peaceful purposes,

Recognizing that Canada and the Socialist Republic of Romania are both non-nuclear-weapon States Parties to the Treaty on the Non-Proliferation of Nuclear Weapons<sup>2</sup> and, as such, have undertaken not to receive the transfer of or control over nuclear weapons or other nuclear explosive devices, directly or indirectly, not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices, and not to seek or receive any assistance in the manufacture of nuclear weapons or other nuclear explosive devices, and to accept International Atomic Energy Agency Safeguards on all source and special fissionable material in all peaceful nuclear activities within their territories, under their jurisdiction, or carried out under their control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices,

Underlining that the Treaty on the Non-Proliferation of Nuclear Weapons provides that nothing in that Treaty shall be interpreted as affecting the inalienable right of Parties to the Treaty on the Non-Proliferation of Nuclear Weapons to develop research, production and use of nuclear energy for peaceful purposes without discrimination and in conformity with Articles I and II of that Treaty,

Underlining further that the Parties to the Treaty on the Non-Proliferation of Nuclear Weapons have undertaken to facilitate, and have the right to participate in, the fullest possible exchange of equipment, materials and scientific and technological information for the peaceful uses of nuclear energy and that Parties to the Treaty on the Non-Proliferation of Nuclear Weapons in a position to do so shall also cooperate in contributing together to the further development of the applications of nuclear energy for peaceful purposes,

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

Have agreed as follows:

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<sup>1</sup> Came into force on 14 June 1978 by the exchange of the instruments of ratification, which took place at Bucharest, in accordance with article X (1) and (2).

<sup>2</sup> United Nations, *Treaty Series*, vol. 729, p. 161.

*Article I.* 1. The co-operation contemplated by this Agreement relates solely to the development and application of atomic energy for peaceful purposes and may include:

- (a) The implementation of joint projects for research and development as well as for the design and application of atomic energy for use in such fields as the generation of electricity, agriculture, industry and medicine;
- (b) The conclusion of contracts for industrial co-operation between governmental enterprises and persons in Canada and in Romania;
- (c) 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;
- (d) The supply of material, nuclear material, equipment and facilities;
- (e) Licensing arrangements and the transfer of patent rights;
- (f) Access to and use of equipment and facilities;
- (g) The rendering of technical assistance and services;
- (h) Visits by nuclear scientists from either Party to the other; and
- (i) Technical training.

However, co-operation relating to facilities, equipment or information for the reprocessing or enrichment of nuclear material or the production of heavy water shall not be permitted in the absence of a special agreement.

2. The development, manufacture, acquisition or detonation of nuclear weapons or other nuclear explosive devices shall not be regarded as a use, development or application of atomic energy for peaceful purposes.

*Article II.* 1. The two 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. Subject to the terms of this Agreement, governmental enterprises and persons under the jurisdiction of either Party may with prior written governmental approval in accordance with the laws and regulations in force in the Parties:

- (i) Supply to or receive from governmental enterprises or authorized persons under the jurisdiction of the other Party, information, within the scope of this Agreement, on commercial or other terms as may be agreed by the enterprises or persons concerned; and
- (ii) Supply to or receive from governmental enterprises or authorized persons under the jurisdiction of the other Party, material, nuclear material, equipment and facilities, within the scope of this Agreement, on commercial or other terms as may be agreed by the enterprises or persons concerned.

3. Subject to the terms of this Agreement, and with prior written governmental approval in accordance with the laws and regulations in force in the Parties, governmental enterprises and persons under the jurisdiction of either Party may provide governmental enterprises or persons under the jurisdiction of the other Party

with technical training in the application of atomic energy for peaceful purposes, on commercial or other terms as may be agreed by the enterprises or persons concerned.

*Article III.* 1. The co-operation contemplated by the present Agreement shall be effected in accordance with the laws, regulations, licensing requirements and policies in force from time to time in Canada and in the Socialist Republic of Romania.

2. A Party shall not use the provisions of the present Agreement for the purpose of securing commercial advantages nor for the purpose of interfering with the commercial relations of the other Party.

3. The appropriate governmental authorities of both Parties shall agree in writing prior to the transfer between them of equipment, material, nuclear material, facilities or information whether that transferred item as well as items referred to in Annex A to the present Agreement which are derived therefrom shall be subject to the provisions of paragraphs 4 and 5 of this Article. Furthermore, if a Party considers that it is unable to grant consent with respect to a matter referred to in paragraph 4 of this Article, that Party shall provide the other Party with an immediate opportunity for full consultations aimed at reconciling the policies and interests of both Parties.

4. (a) Equipment, material, nuclear material and facilities referred to in Annex A to the present Agreement shall not be transferred beyond the jurisdiction of the Party within whose territory such an item is located without the prior written agreement of the appropriate governmental authorities of both Parties.

(b) Information obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the receiving Party without the prior written agreement of the appropriate governmental authorities of both Parties.

5. Nuclear material referred to in Annex A to the present Agreement shall be enriched or reprocessed only if the appropriate governmental authorities of both Parties have agreed in advance in writing on the quantities and facilities in which such nuclear material shall be reprocessed or enriched as well as on the subsequent storage and use of reprocessed or enriched nuclear material in the form of plutonium or in the form of uranium enriched by more than 20 per cent in the isotopes U-233 or U-235. When considering this issue, the appropriate governmental authorities of both Parties will take into account the requirements of the Parties for plutonium or uranium enriched by more than 20 per cent in the isotopes U-233 or U-235.

6. The appropriate governmental authorities of both Parties may, in accordance with paragraphs 4 and 5 of this Article, agree at any time on the general or specific terms which shall apply in respect to transfers, reprocessing or enrichment of items referred to in paragraphs 4 and 5 of this Article.

*Article IV.* 1. Nuclear material referred to in Annex A to the present Agreement shall not be used for nuclear weapons or other nuclear explosive devices.

2. The commitment contained in paragraph 1 of this Article shall be verified pursuant to the agreement between each Party and the International Atomic Energy Agency for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons. However, if for any reason or at any time the International Atomic Energy Agency is not administering safeguards in a Party in accordance with the agreement between that Party and the International Atomic Energy Agency for the application of safeguards in connection with the Treaty on the

Non-Proliferation of Nuclear Weapons, both Parties shall jointly prepare a list of the items referred to in Annex A to the present Agreement which are then within the jurisdiction of the Party in which safeguards are no longer being administered. The Parties shall then request the International Atomic Energy Agency to enter into an agreement which is satisfactory to both Parties for the application by the International Atomic Energy Agency of the Agency's Safeguards System with respect to those items in order to verify that there is compliance with paragraph 1 of this Article. During any period when the International Atomic Energy Agency is not administering safeguards in a Party in connection with the Treaty on the Non-Proliferation of Nuclear Weapons or pursuant to a safeguards agreement which is satisfactory to both Parties, the other Party shall have the right to administer, in the Party in which the International Atomic Energy Agency is no longer administering such safeguards, safeguards based on the procedures provided for in the Agency's Safeguards System in order to verify that there is compliance with paragraph 1 of this Article. The two Parties shall consult with and assist each other in the application of such safeguards.

*Article V.* If both Parties agree, safeguards may be terminated with respect to material or nuclear material which is to be used in non-nuclear activities. In making their determination the Parties shall be guided by the practices of the International Atomic Energy Agency pursuant to the provisions of INFCIRC/153.

*Article VI.* 1. The Parties shall take all measures necessary, commensurate with the assessed threat prevailing from time to time, to ensure the physical security in the use, storage and transportation of nuclear material referred to in Annex A to the present Agreement and shall, as a minimum, include protection as set out in Annex E.

2. The Parties shall inform the Agency of any abnormal losses of equipment, material or nuclear material referred to in Annex A to the present Agreement.

*Article VII.* 1. The appropriate governmental authorities of both Parties shall consult annually, or at any other time at the request of either Party, to ensure the effective fulfilment of the obligations contained in the present Agreement. To this end, the appropriate governmental authorities of both Parties shall establish administrative understandings and, if both Parties agree, may also consult in writing.

2. The Parties shall jointly request the International Atomic Energy Agency to provide both Parties with such reports and other documentation prepared by the International Atomic Energy Agency with respect to items referred to in Annex A to the present Agreement as either Party may consider appropriate.

*Article VIII.* For the purpose of the present Agreement:

(a) "Appropriate governmental authority" means, in the case of Canada, the Atomic Energy Control Board and, in the case of the Socialist Republic of Romania, the State Committee for Nuclear Energy.

(b) "Equipment" means any item listed in Annex B to the present Agreement as well as any major components thereof which may exist. All items listed in Annex B to the present Agreement as well as any major components thereof which may exist, are deemed to be especially designed or prepared for the processing, use or production of nuclear material or material.

(c) “Facility” means any plant, building or structure, especially designed for use in nuclear activities or using, incorporating or containing nuclear material, equipment or material.

(d) “Material” means any item listed in Annex C to the present Agreement. All items listed in Annex C to the present Agreement are deemed to be especially designed or prepared for the processing, use or production of nuclear material.

(e) “Nuclear material” means any source material or any special fissionable material as these terms are defined in Article XX of the Statute of the International Atomic Energy Agency<sup>1</sup> which is attached as Annex D to the present Agreement. Any determination by the Board of Governors of the International Atomic Energy Agency under Article XX of the Agency’s Statute which amends the list of materials considered to be “source material” or “special fissionable material” shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept that amendment.

(f) “Governmental Enterprise” means an enterprise under the jurisdiction of a Party which that Party has informed the other Party in writing shall be considered a governmental enterprise.

(g) “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 (f) of this Article.

(h) “Information” means technical data in physical form including but not limited to technical drawings, photographic negatives and prints, recordings, design data, and technical, operating and maintenance manuals that can be used in the design, production, operation, maintenance or testing of equipment, facilities, nuclear material or material except data available to the public, i.e., in published books and periodicals, and which the Government of the supplying State has informed the Government of the recipient State is to be regarded as information for the purposes of this Agreement.

(i) “International Atomic Energy Agency safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons” means the safeguards system described in the International Atomic Energy Agency’s document INFCIRC/153 or subsequent revisions thereto.

(j) “The Agency’s Safeguards System” means the Safeguards System described in the International Atomic Energy Agency’s document INFCIRC/66/Rev.2 and all subsequent revisions thereto.

*Article IX.* Any dispute arising out of the interpretation or application of the present Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties shall, on the request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators. Each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty (30) days of the request for arbitration either Party has not designated an arbitrator, the other Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator for the Party which has not designated an arbitrator. The same procedure shall apply if, within thirty (30) days of the designation or appointment of arbitrators for both the Parties, the third

<sup>1</sup> United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties shall be binding on both Parties and shall be implemented by them, in accordance with their respective constitutional procedures. The remuneration of the arbitrators shall be determined on the same basis as that for *ad hoc* judges of the International Court of Justice.

*Article X.* 1. The present Agreement shall be signed and ratified by the two Parties and the instruments of ratification shall be exchanged at Bucharest.

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

3. The present Agreement may be amended at any time with the consent of both Parties. Any such amendment or amendments shall enter into force when the Parties have notified each other in writing that their respective constitutional procedures have been satisfied.

4. The present Agreement shall remain in force for a period of ten years. If neither Party has notified the other Party of its intention to terminate the Agreement at least six months prior to the expiry of such period, the present Agreement shall continue in force thereafter until six months after notice of termination has been given by either Party to the other; provided, however, that notwithstanding termination of the present Agreement, whether in accordance with the provision of this article or for any other reason, the provisions of Articles III, IV, VI and VII of the present Agreement shall remain in force until it has been agreed between the two Parties that items referred to in Annex A to the present Agreement, whether such items are in existence at that time or come into existence subsequently, as well as information transferred from one Party to the other can no longer be used for nuclear weapons or other nuclear explosive devices or until it is otherwise agreed.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in two copies at Ottawa this 24th day of October 1977, in the English, French and Romanian languages, each version being equally authentic.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Ottawa, le 24<sup>e</sup> jour d'octobre 1977, en français, en anglais et en roumain, chaque version faisant également foi.

DREPT CARE semnatarii, împuterniciți în bună și convenită formă de către Guvernele lor respective, au semnat prezentul Acord.

FĂCUT la Ottawa la 24 octombrie 1977 în două exemplare, fiecare în limbile română, engleză și franceză, toate versiunile fiind egal autentice.

[Signed — Signé]<sup>1</sup>

For the Government of Canada  
Pour le Gouvernement du Canada  
Pentru Guvernul Canadei

[Signed — Signé]<sup>2</sup>

For the Government  
of the Socialist Republic of Romania  
Pour le Gouvernement  
de la République socialiste de Roumanie  
Pentru Guvernul  
Republicii Socialiste Rom'ania

<sup>1</sup> Signed by Donald C. Jamieson — Signé par Donald C. Jamieson.

<sup>2</sup> Signed by Barbu Popescu — Signé par Barbu Popescu.



## ANNEX A

The words “equipment”, “facilities”, “material”, “nuclear material” and “information” in this Annex shall have the meaning assigned to those terms in paragraphs (b), (c), (d), (e) and (h), respectively of Article VIII of the present Agreement. The items defined in paragraphs (b) and (d) of Article VIII of the present Agreement as constituting “equipment” and “material”, respectively are, as stated in those paragraphs, deemed to be especially designed or prepared for the processing, use or production of nuclear material or material.

- (i) Nuclear material as well as equipment, material and facilities transferred between the Parties;
- (ii) Facilities and equipment which are located within the jurisdiction of a Party and which are designed, constructed or operated with information supplied or obtained from the other Party, or derived from facilities or equipment supplied or obtained from the other Party; without in any way restricting the generality of the foregoing, a facility, the first operation of which commences on a location within the jurisdiction of a Party within 20 years of the date of first operation of a facility:
  - (a) Referred to in (i) above, or
  - (b) Incorporating equipment referred to in (i) above, or
  - (c) Constructed with the use of information transferred from the other Party, and whose design, construction and operating processes are of the same or similar type as such a facility, shall be conclusively presumed to be such a facility; before the transfer of any facility, equipment or information the supplying Party shall specify in writing, and the receiving Party shall agree in writing on the physical or chemical processes which characterize or are relevant to the facility, equipment or information being transferred;
- (iii) Material and nuclear material used, produced, processed, reprocessed, enriched, fabricated, converted or otherwise altered in form or content from, by, in or with any equipment or facility which is referred to above;
- (iv) Nuclear material that is used, produced, developed, processed, reprocessed, enriched, fabricated, converted or otherwise altered in form or content from, by, in or with the use of any nuclear material or material which is referred to above; and
- (v) All subsequent generations of nuclear material which is referred to above.

## ANNEX B

EQUIPMENT DEEMED TO BE ESPECIALLY DESIGNED OR PREPARED FOR THE PROCESSING,  
USE OR PRODUCTION OF NUCLEAR MATERIAL

1. *Nuclear reactors* capable of operation so as to maintain a controlled self-sustaining fission chain reaction, excluding zero energy reactors, the latter being defined as reactors with a designed maximum rate of production of plutonium not exceeding 100 grams per year.

A “nuclear reactor” basically includes the items within or attached directly to the reactor vessel, the equipment which controls the level of power in the core, and the components which normally contain or come in direct contact with or control the primary coolant of the reactor core.

It is not intended to exclude reactors which could reasonably be capable of modification to produce significantly more than 100 grams of plutonium per year. Reactors designed for sustained operation at significant power levels, regardless of their capacity for plutonium production, are not considered as “zero energy reactors”.

2. *Reactor pressure vessels.* Metal vessels, as complete units or as major shop-fabricated parts therefor, which are especially designed or prepared to contain the core of a nuclear reactor as defined in paragraph 1 above and are capable of withstanding the operating pressure of the primary coolant.

A top plate for a reactor pressure vessel is a major shop-fabricated part of a pressure vessel.

3. *Reactor internals* (e.g. support columns and plates for the core and other vessel internals, control rod guide tubes, thermal shields, baffles, core grid plates, diffuser plates, etc.).

4. *Reactor fuel charging and discharging machines.* Manipulative equipment especially designed or prepared for inserting or removing fuel in a nuclear reactor as defined in paragraph 1 above capable of on-load operation or employing technically sophisticated positioning or alignment features to allow complex off-load fuelling operations such as those in which direct viewing of or access to the fuel is not normally available.

5. *Reactor control rods.* Rods especially designed or prepared for the control of the reaction rate in a nuclear reactor as defined in paragraph 1 above.

This item includes, in addition to the neutron absorbing part, the support or suspension structures therefor if supplied separately.

6. *Reactor pressure tubes.* Tubes which are especially designed or prepared to contain fuel elements and the primary coolant in a reactor as defined in paragraph 1 above at an operating pressure in excess of 50 atmospheres.

7. *Zirconium tubes.* Zirconium metal and alloys in the form of tubes or assemblies of tubes, and in quantities exceeding 500 kg, especially designed or prepared for use in a reactor as defined in paragraph 1 above, and in which the relationship of hafnium to zirconium is less than 1:500 parts by weight.

8. *Primary coolant pumps.* Pumps especially designed or prepared for circulating the primary coolant for nuclear reactors as defined in paragraph 1 above.

9. *Plants for the fabrication of fuel elements.* A "plant for the fabrication of fuel elements" includes the equipment:

(a) Which normally comes in direct contact with or directly processes, or controls, the production flow of nuclear material; or

(b) Which seals the nuclear material within the cladding.

The whole set of items for the foregoing operations, as well as individual items intended for any of the foregoing operations, and for other fuel fabrication operations, such as checking the integrity of the cladding or the seal, and the finish treatment to the solid fuel.

10. Any major components of Items 1 to 9 above which may exist.

## ANNEX C

### MATERIAL DEEMED TO BE ESPECIALLY DESIGNED OR PREPARED FOR THE PROCESSING, USE OR PRODUCTION OF NUCLEAR MATERIAL

#### *Non-nuclear materials for reactors*

1. *Deuterium and heavy water.* Deuterium and any deuterium compound in which the ratio of deuterium to hydrogen exceeds 1:5,000 for use in a nuclear reactor, as defined in paragraph 1 of Annex B, in quantities exceeding 200 kg of deuterium atoms in any period of 12 months.

2. *Nuclear grade graphite.* Graphite having a purity level better than 5 parts per million boron equivalent and with a density greater than 1.50 grams per cubic centimetre in quantities exceeding 30 metric tons in any period of 12 months.

## ANNEX D

### *Article XX.* DEFINITIONS

As used in this Statute:

1. The terms “special fissionable material” means plutonium-239; uranium-233; uranium enriched in the isotopes 235 or 233; any material containing one or more of the foregoing; and such other fissionable material as the Board of Governors shall from time to time determine; but the term “special fissionable material” does not include source material.

2. The term “uranium enriched in the isotopes 235 or 233” means uranium containing the isotopes 235 or 233 or both in an amount such that the abundance ratio of the sum of these isotopes to the isotope 238 is greater than the ratio of the isotope 235 to the isotope 238 occurring in nature.

3. The term “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 the Board of Governors shall from time to time determine; and such other materials the Board of Governors shall from time to time determine.

## ANNEX E

### AGREED LEVELS OF PHYSICAL PROTECTION

The agreed levels of physical protection to be ensured by the appropriate governmental authorities in the use, storage and transportation of the materials of the attached table shall as a minimum include protection characteristics as follows:

#### *Category III*

- Use and storage within an area to which access is controlled;
- Transportation under special precautions including prior arrangement between sender, recipient and carrier, and prior agreement between states in case of international transport specifying time, place and procedures for transferring transport responsibility.

#### *Category II*

- Use and storage within a protected area to which access is controlled, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection;
- Transportation under special precautions including prior arrangement between sender, recipient and carrier, and prior agreement between states in case of international transport specifying time, place and procedures for transferring transport responsibility.

*Category I*

Materials in this Category shall be protected with highly reliable systems against unauthorized use as follows:

- Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined and under surveillance by guards who are in close communication with appropriate response forces; specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material;
- Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance of escorts and under conditions which assure close communication with appropriate response forces.

TABLE. CATEGORIZATION OF NUCLEAR MATERIAL

Material	Form	Category		
		I	II	III
1. Plutonium <sup>(a)</sup>	Unirradiated <sup>(b)</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>(c)</sup>
2. Uranium-235	Unirradiated <sup>(b)</sup>			
	— Uranium enriched to 20% <sup>235</sup> U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less <sup>(c)</sup>
	— Uranium enriched to 10% <sup>235</sup> U but less than 20%	—	10 kg or more	Less than 10 kg <sup>(c)</sup>
	— Uranium enriched above natural, but less than 10% <sup>235</sup> U <sup>(d)</sup>	—	—	10 kg or more
3. Uranium-233	Unirradiated <sup>(b)</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>(c)</sup>
4. Irradiated fuel		<sup>(e)</sup>	<sup>(e)</sup>	Depleted or natural uranium, thorium or low enriched fuel (less than 10% fissile content) <sup>(e)</sup>

(a) As identified in Annex D.

(b) Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

(c) Less than a radiologically significant quantity should be exempted.

(d) Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

(e) Other fuel which by virtue of its original fissile material content is classified as Category I or II before irradiation may be reduced one category level when the radiation level from the fuel exceeds 100 rads/hour at one meter unshielded.