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Agreement

between the Government of the United
Kingdom of Great Britain and Northern Ireland and the Government of
India for Co-operation in the Peaceful Uses of Nuclear Energy

London, 13 November 2015

[The Agreement entered into force on 16 December 2016]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
January 2017*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE GOVERNMENT OF INDIA FOR CO-OPERATION IN THE
PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the United Kingdom of Great Britain and Northern Ireland ("the United Kingdom") and the Government of India ("India"), (jointly referred to as "the Parties" or individually as "Party"),

Recalling the Joint Declaration of the Parties on civil nuclear co-operation, done on 11 February 2010;

Underlining the importance for the Parties of the security of their energy supply and the need to develop new energy sources;

Desiring to continue to co-operate in the promotion and development of the peaceful uses of nuclear energy;

Recognising that both the United Kingdom and India are members of the International Atomic Energy Agency ("IAEA");

Recognising that the United Kingdom is a member of the European Atomic Energy Community ("Euratom"), and is subject to obligations under the Treaty Establishing the European Atomic Energy Community ("Euratom Treaty") done at Brussels on 17 April 1957¹;

Noting Euratom's role in relation to the supply of nuclear material in the European Union;

Mindful that India has concluded an "Agreement between the Government of India and the International Atomic Energy Agency for the Application of Safeguards to Civilian Nuclear Facilities" (done at Vienna on 2 February 2009, and entered into force on 11 May 2009²), hereinafter referred to as INFCIRC/754, as supplemented by an Additional Protocol (done at Vienna on 25 February 2009, and entered into force on 25 July 2014³);

Mindful also that the United Kingdom is subject to Euratom Treaty Safeguards and has voluntarily entered into an "Agreement between the United Kingdom of Great Britain and Northern Ireland, the European Atomic Energy Community and the International Atomic Energy Agency for the application of safeguards in the United Kingdom of Great Britain and Northern Ireland in connection with the Treaty on the Non-Proliferation of Nuclear Weapons" (done at Vienna on 6 September 1976⁴,

¹ Treaty Series No. 001(1973) Cmnd 5179

² INFCIRC/754

³ INFCIRC/754/Add. 6

⁴ Treaty Series No. 090 (1978) Cmnd 7388

and entered into force on 14 August 1978), hereinafter referred to as INFCIRC/263, as supplemented by an Additional Protocol (done at Vienna on 22 September 1998⁵, and entered into force on 30 April 2004);

Observing that both Parties are strongly committed to physical protection of nuclear material and that the United Kingdom and India are parties to the Convention on the Physical Protection of Nuclear Material done at Vienna on 3 March 1980⁶;

Noting that the Parties share common concerns and objectives regarding the non-proliferation of weapons of mass destruction and their means of delivery, including possible linkages to terrorism, and affirm that international co-operation in peaceful uses of nuclear energy should be consistent with these objectives;

Desiring to strengthen the strategic partnership between them;

Have agreed as follows:

ARTICLE I

Definitions

1. For the purposes of this Agreement:
 - a) “component” means a constituent part of equipment, or any other item, as designated by agreement of the Parties through an exchange of diplomatic notes;
 - b) “equipment” means any equipment in nuclear operation including reactor, reactor pressure vessel, reactor fuel charging and discharging equipment, reactor control rods, reactor pressure tubes, reactor primary coolant pumps, zirconium tubing, heat exchangers, equipment for fuel fabrication, neutron detectors, external thermal shields, and any other item so designated by agreement of the Parties through an exchange of diplomatic notes;
 - c) “information” means any scientific, commercial or technical information that is not in the public domain and is appropriately designated by agreement by the Parties through exchange of diplomatic notes, or their competent authorities, to be provided or exchanged under this Agreement, but shall cease to be information subject to this

⁵ Treaty Series No. 036 (2005) Cm 6664.

⁶ Treaty Series No. 061 (1995) Cm 2945. The Convention was amended by the “Amendment to the Convention on the Physical Protection of Nuclear Material” (done at Vienna on 8 July, 2005). India ratified this Amendment on 19 September, 2007. The United Kingdom ratified this Amendment on 8th April, 2010.

Agreement whenever the Party transferring the information or any third party legitimately releases it into the public domain;

- d) “intellectual property” means that identified in Article 2 of the Convention Establishing the World Organisation for Intellectual Property, signed at Stockholm on 14 July 1967⁷;
- e) “non-nuclear material” means heavy water, nuclear grade graphite for use in a nuclear reactor, or any other material suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, as may be jointly designated by the appropriate authorities of the Parties;
- f) "nuclear material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA, as may be revised from time to time;
- g) “peaceful purposes” or “peaceful uses” means the use of nuclear material, non-nuclear material, equipment, components or technology subject to this Agreement in such fields as research, power generation, medicine, agriculture and industry, but does not include use in, research on, or development of any nuclear or other explosive device, use in munitions such as depleted uranium munitions, or for any other military purpose. Provision of power for a military base drawn from any power network, production of radioisotopes to be used for medical purposes in military environment for diagnostics, therapy and product sterility assurance, and other similar purposes as may be mutually agreed by the Parties through an exchange of diplomatic notes, shall not be regarded as military purposes;
- h) "person" means any natural person or entity organised and/or existing under the laws or jurisdiction of either Party but not including the Parties themselves;
- i) “technology” means specific information necessary for the development, production or use of nuclear material, non-nuclear material, equipment or components with the exception of basic scientific research and of information that is lawfully in the public domain;
- j) “transfer” means any transfer including, where relevant, a retransfer.

⁷ Treaty Series No. 052 (1970) Cmnd 4408

ARTICLE II

Scope of the Cooperation Agreement

1. The Parties shall cooperate in the promotion and development of peaceful uses of nuclear energy in accordance with the provisions of this Agreement.
2. Nothing in this Agreement will affect the rights and obligations of the Parties in terms of their respective applicable national laws and policies as well as in terms of their respective applicable international Agreements, Treaties and Conventions.
3. For the United Kingdom of Great Britain and Northern Ireland, the international Treaties referred to in paragraph (2) include in particular the rights and obligations arising from its participation in the European Union and Euratom.
4. The Parties may co-operate in any of the following areas:
 - a) use of nuclear energy for generation of electricity and water desalination;
 - b) research and development, including the design and application of nuclear energy for use in such fields as agriculture, healthcare, industry and medicine;
 - c) nuclear safety, radiation aspects, and environmental protection;
 - d) the supply of nuclear material, non-nuclear material, equipment, components, technology or information;
 - e) nuclear fuel and nuclear fuel cycle management, including through the development of strategic reserve of nuclear fuel to guard against any disruption of supply over the life time of India's nuclear reactors which have been notified by India to the IAEA as per the provisions of INFCIRC/754;
 - f) industrial co-operation related to peaceful uses of nuclear energy between persons in the United Kingdom and in India;
 - g) technical training and education related to peaceful uses of nuclear energy including access to and use of equipment;
 - h) the provision of technical assistance and services, including fuel services;
 - i) decommissioning of nuclear facilities;
 - j) other areas for co-operation agreed by the Parties in writing.

5. This Agreement shall be implemented in a manner so as not to hinder or otherwise interfere with any other activities involving the use of nuclear material, non-nuclear material, equipment, components or technology and nuclear facilities produced, acquired or developed by the Parties independent of this Agreement for their own purposes.

ARTICLE III

Forms of Cooperation

1. The cooperation described in Article II.4 of this Agreement may take the following forms;

- a) supply of nuclear material, non-nuclear material, equipment, components or technology;
- b) technology transfer;
- c) exchange and training of personnel;
- d) education in nuclear-related fields, including between academic institutions;
- e) organisation of symposia and seminars;
- f) provision of relevant technical assistance and services;
- g) participation by scientific and technical authorised staff of one Party in research and development activities conducted by the other Party; and
- h) other forms of co-operation as may be agreed by the Parties in writing.

ARTICLE IV

Nuclear Trade

1. The Parties shall facilitate nuclear trade between themselves and those duly authorised by them, and also where appropriate, trade between either Party and third countries of nuclear material, non-nuclear material, equipment, components or technology obligated to the other Party.

ARTICLE V

Transfers and Retransfers

1. Nuclear material, non-nuclear material, equipment, components or technology transferred between the Parties, whether transferred directly or through an authorised third party, as well as all successive generations of nuclear material recovered or obtained as by-products, shall be subject to this Agreement unless otherwise jointly decided in writing by the Parties.
2. Nuclear material, non-nuclear material, equipment, components or technology subject to this Agreement shall not be transferred beyond the territory, jurisdiction or control of the recipient Party without the prior written consent of the supplier Party, except in accordance with this Article.
3. A Party shall only allow the transfer of nuclear material, non-nuclear material, equipment, components or technology subject to this Agreement to a third State after having obtained written consent for this purpose from the other Party, and a commitment by the recipient that such transfers shall be:
 - a) used for peaceful purposes only;
 - b) subject to IAEA safeguards; and
 - c) protected by adequate physical protection measures.
4. The requirements of paragraphs 1 and 2 above shall not apply to any transfers to a Member State of the European Union of nuclear material, non-nuclear material, equipment, components or technology, including all successive generations of nuclear material recovered or obtained as by-products, that are subject to the provisions of the Euratom Treaty and any relevant, related EU legal measures.

ARTICLE VI

Reprocessing and Enrichment

1. Reprocessing and any other alteration in form or content of nuclear material transferred to India pursuant to this Agreement and any nuclear material, including all successive generations of nuclear material recovered or obtained as by-products, used in or produced through the use of nuclear material, non-nuclear material, equipment, components or technology so transferred to India shall only be carried out in a facility which has been notified by India to the IAEA as per the provisions of INFCIRC/754. Any nuclear material that may be separated thereby may be stored and utilised in facilities which have been so notified by India and which are subject to IAEA safeguards.

2. Enrichment up to twenty percent in the isotope 235 of uranium transferred to India pursuant to this Agreement, as well as uranium and all successive generations of nuclear material recovered or obtained as by-products used in or produced through the use of equipment so transferred, may only be carried out in a facility which has been notified by India to the IAEA as per the provisions of INFCIRC/754.

ARTICLE VII

Peaceful uses and Safeguards

1. The Parties shall ensure that the nuclear material, non-nuclear material, equipment, components or technology transferred under this Agreement, as well as all successive generations of nuclear material recovered or obtained as by-products, are used only for peaceful purposes.

2. Nuclear material, non-nuclear material, equipment, components or nuclear facilities transferred to India under this Agreement and notified by the supplier Party to that end, and also all successive generations of nuclear material recovered or obtained as by-products, shall remain subject to IAEA safeguards, in accordance with the provisions of INFCIRC/754 as supplemented by an Additional Protocol (done at Vienna on 25 February 2009, and entered into force on 25 July 2014).

3. Nuclear material, non-nuclear material, equipment, components or nuclear facilities transferred to the United Kingdom under this Agreement and notified by the supplier Party to that end, and also all successive generations of nuclear material recovered or obtained as by-products, shall be subject to the provisions of Chapter 7 of the Euratom Treaty and of INFCIRC/263, as supplemented by an Additional Protocol (done at Vienna on 22 September 1998, and entered into force on 30 April 2004).

4. If the IAEA decides that the application of safeguards by the IAEA is not possible, the Parties shall consult and agree in writing on appropriate verification measures.

ARTICLE VIII

Extent of Application of the Agreement

1. Nuclear material, non-nuclear material, equipment, components or technology, as well as all successive generations of nuclear material recovered or obtained as by-products, shall remain subject to this Agreement until:

- a) They have been transferred or retransferred beyond the jurisdiction of the recipient Party to a third party in accordance with Article V of this Agreement, or returned to the Party having initially transferred them; or
- b) The Parties decide by agreement in writing that they are no longer subject to this Agreement; or
- c) The Parties decide by agreement in writing that nuclear material has been consumed or diluted to the extent that it is either no longer usable or practicably recoverable for processing into a form usable for any nuclear activity relevant from the point of view of safeguards referred to in this Agreement. In this regard, both Parties shall accept a determination made by the IAEA in accordance with the provisions for the termination of safeguards of their respective safeguards Agreement with the IAEA.

ARTICLE IX

Physical Protection

1. Each Party shall ensure that adequate physical protection measures are applied to nuclear material, non-nuclear material, equipment, components or technology transferred under this Agreement, as well as all successive generations of nuclear material recovered or obtained as by-products. The responsibility of a Party for ensuring the application of such physical protection measures extends to the international transport thereof, until that responsibility is properly transferred to another State.

2. In addition to its obligations under the Convention on the Physical Protection of Nuclear Material, done at Vienna on 3 March 1980 and as amended and in force for each Party from time to time, each Party shall apply the recommendations of Agency document INFCIRC/225/Rev.5 entitled, “Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities”, as updated from time to time, or any subsequent document replacing INFCIRC/225/Rev.5. Any alteration to or replacement of document INFCIRC/225/Rev.5 shall have effect under this Agreement only when the Parties have informed each other in writing that they accept such alteration or replacement.

ARTICLE X

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. Each Party shall take all necessary measures, consistent with its respective legislation as well as applicable international Treaties and Conventions to which both India and the United Kingdom are Party, to prevent the unauthorised use or disclosure of any information or technology transferred under this Agreement. Information and technology transferred under this Agreement shall not be communicated to third parties, whether public or private, without prior written approval from the Party providing that information and technology.
2. This Agreement is not intended to transfer any intellectual property rights. The intellectual property rights existing or arising in the framework of the co-operation provided by this Agreement shall be allocated or transferred, if at all, on a case-by-case basis in any specific agreements or contracts associated with this Agreement.

ARTICLE XI

Implementation of this Agreement

1. The Parties, through their respective appropriate governmental authorities, shall establish administrative arrangements as necessary to facilitate the effective implementation of this Agreement. Such arrangements shall include the procedures necessary for the appropriate governmental authorities to implement and administer the provisions of this Agreement.
2. None of the provisions of this Agreement shall be interpreted as affecting the rights and obligations which result from the participation by either of the Parties in their international Agreements, Treaties and Conventions.

ARTICLE XII

Consultations

1. The Parties shall consult regularly, or at any time at the request of either Party, in order to ensure the effective fulfilment of the obligations of this Agreement, or to review any matters relating to cooperation in the peaceful uses of nuclear energy. Such consultations may also take the form of an exchange of correspondence.

ARTICLE XIII

Settlement of Disputes

1. The Parties shall promptly seek to settle any dispute concerning the interpretation or implementation of the provisions of this Agreement through negotiations, or any other means mutually agreed between the Parties.
2. Disputes regarding the interpretation, implementation or performance of subsequent commercial contracts or Memoranda of Understanding shall be dealt with in accordance with the provisions found in the contracts or Memoranda of Understanding.

ARTICLE XIV

Amendments

1. The terms of this Agreement may be amended at any time by written agreement between the Parties. Such amendment shall enter into force on the last date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed.

ARTICLE XV

Entry into Force and Duration

1. This Agreement shall come into force on the last date upon which the Parties notify each other in writing of the completion of their internal procedures necessary for the entry into force of this Agreement.
2. Subject to Article XVI, this Agreement shall remain in force for a minimum period of forty years (40). If neither Party has notified the other Party of its intention to terminate the Agreement at least six (6) months prior to the expiry of that minimum forty-year period, this Agreement shall continue in force for additional periods of twenty (20) years each unless, at least six (6) months before the expiration of any such additional period, a Party notifies the other Party of its intention to terminate this Agreement.

ARTICLE XVI

Termination of Cooperation

1. Both Parties consider it extremely unlikely that actions would be taken by either Party which would cause the other Party to terminate this Agreement. Either Party may terminate this Agreement by giving one year's written notice to the other Party. A Party giving notice of termination under this paragraph shall provide the reasons for seeking such termination. If a Party seeking termination cites a violation of the Agreement as the reason for notice for seeking termination, the Parties shall consider whether the action was caused inadvertently or otherwise and whether the violation could be considered as material. This Agreement shall terminate one year from the date of the written notice, unless the notice has been withdrawn by the providing Party in writing prior to the date of termination. The Party seeking termination may cease further cooperation under this Agreement if it determines that a mutually acceptable resolution of outstanding issues has not been possible or cannot be achieved through consultations.

2. Unless otherwise mutually determined in writing between the Parties, termination or cessation of this Agreement or any cooperation under it for any reason shall not release the Parties from obligations under Articles V, VI, VII, VIII, IX and X of this Agreement in respect of nuclear material, non-nuclear material, equipment, components or technology transferred while the Agreement was in force, as well as all successive generations of nuclear material recovered or obtained as by-products

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

Done in duplicate at London, this thirteenth day of November 2015, in the English language.

**For the Government of the United
Kingdom of Great Britain and
Northern Ireland:**

JAMES DAVID BEVAN

For the Government of India:

MR RANJAN MATHAI

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