

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF INDIA**  
**AND**  
**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**  
**ON**  
**COOPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY**

**WHEREAS** the Government of the Republic of India and the Government of the People's Republic of Bangladesh (hereinafter referred to as "the Parties") desire to develop mutually beneficial economic, scientific and technical cooperation for the peaceful uses of nuclear energy;

**AND WHEREAS** the Parties are Members of the International Atomic Energy Agency (hereinafter referred to as "the IAEA") and affirm their commitment to support the objectives and act in full conformity with Agreements entered into with the IAEA in the pursuit of cooperative endeavours aforementioned;

**RECOGNIZING** that Bangladesh has concluded the "*Agreement between the People's Republic of Bangladesh and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons*" (INFCIRC/301) done at Vienna on 11 June 1982 and the Protocol additional to the said Agreement, done at Vienna on 30 March 2001;

**RECOGNIZING** that India has concluded the "*Agreement between the Government of India and the International Atomic Energy Agency for the Application of Safeguards to Civilian Nuclear Facilities*" (INFCIRC/754) done at Vienna on 2 February 2009 and the Protocol additional to the said Agreement, done at Vienna on 15 May 2009;

**RECALLING** the Statute of the IAEA and Convention on Early Notification of a Nuclear Accident (1986), the Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency (1986), the Convention on Physical Protection of Nuclear Material (1987) and the Convention on Nuclear Safety (1994) and adopted in the IAEA and to which both India and Bangladesh are signatories;

**MINDFUL** that international cooperation in the field of nuclear energy for peaceful purposes can play a crucial role in augmenting the contribution of non-fossil fuel sources of energy and thus sustainable development, especially for developing countries;

**NOTING** the commitment of both Parties to achieve the highest standards of radiation and nuclear safety based on scientific approaches and best practices in order to ensure that the use of radiation and atomic energy in all its applications is safe for the health of radiation workers, members of public and the environment;

**DESIRING** in the interest of the Parties to develop such cooperation on the basis of mutual respect for sovereignty, non-interference in each other's internal affairs, equality, mutual benefit, reciprocity, with due respect for each other's nuclear programmes and in accordance with the principles governing the respective nuclear policies and the respective international obligations;

**HAVE AGREED AS FOLLOWS:**

## ARTICLE 1

### **DEFINITIONS**

For the purposes of this Agreement:

- (a) "Basic scientific research" means experimental or theoretical work undertaken principally to acquire new knowledge of the fundamental principles of phenomena and observable facts, not primarily directed towards a specific practical aim or objective;
- (b) "Component" means a component part of equipment, or other item so designated by the Parties;
- (c) "Development" refers to all stages prior to "Production" such as design, design research, design analysis, design concepts, assembly and testing of prototypes, pilot production schemes, design data, process of transforming design data into a product, configuration design, integration design, layouts;
- (d) "Equipment" means any equipment in nuclear operation including nuclear reactor, nuclear pressure vessel, reactor fuel charging and discharging equipment, reactor control rods, reactor pressure tubes, reactor primary coolant pumps, zirconium tubing, nuclear reactor internals, equipments for fuel fabrication and any other item as determined by the Parties as per the national control lists and included in this Agreement;
- (e) "In the public domain" as it applies herein, means technology that has been made available without restrictions upon its further dissemination;
- (f) "Information" means any information that is not in public domain and is transferred in any form pursuant to this Agreement and is so designated and documented in hard copy or digital form by agreement of the Parties that it shall be subject to this Agreement, but will cease to be information whenever the Party transferring the information or any Third Party legitimately releases it in public domain;
- (g) "Intellectual Property" has the meaning given by Article 2 of the constituent instrument of the World Intellectual Property Organization (WIPO) signed in Stockholm on 14 July 1967;

- (h) "Items" subject to this Agreement mean:
- (i) nuclear material, non-nuclear material, equipment, components and technology transferred between India and Bangladesh whether directly or through a third country;
  - (ii) equipment produced by the application of technology so transferred;
  - (iii) nuclear material and non-nuclear material that is produced or processed by the use of any equipment, components or technology subject to this Agreement; and
- (iv) nuclear material that is produced or processed by the use of any nuclear material or non-material subject to this Agreement;
- (i) "Material" means non-nuclear material for reactors such as heavy water or any other material usable 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;
- (j) "Nuclear Material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA;
- (k) "Person" shall mean any natural person or legal entity;
- (l) "Production" means all production phases such as construction, production engineering, manufacture, integration, assembly (mounting) inspection, testing, and quality assurance;
- (m) "Technology" means the specific information necessary for the "development", "production" or "use" of items such as material, nuclear material, component and equipment with the exception of data "in the public domain" or of "basic scientific research";
- (n) "Use" means operation, installation (including on-site installation), maintenance, repairs, overhaul and refurbishing.

## ARTICLE 2

### SCOPE OF COOPERATION

1. The Parties shall develop cooperation in the use of nuclear energy for peaceful purposes as per the provisions of this Agreement.
2. The Parties hereby agree to pursue cooperation in the following areas:

- a. Transfer and exchange of knowledge, expertise and technology as appropriate, sharing of resources and experience, training of personnel and capacity building in various aspects of peaceful uses of nuclear energy, including assistance in nuclear power projects;
- b. Development, construction, operation, refurbishment, maintenance, and decommissioning of nuclear power plants;
- c. Exchange of operational and maintenance experiences between utilities;
- d. Supply and manufacture of components, equipment and material for use in nuclear power plants ;
- e. Basic and applied research in the peaceful uses of nuclear technology;
- f. Production and utilization of radioactive isotopes for use in industry, nuclear medicine, agriculture and water management;
- g. Treatment and management of radioactive wastes;
- h. Nuclear Safety, radiation safety, inspection programmes, nuclear and radiological disaster mitigation, environmental and radiation protection and other relevant safety aspects related to nuclear facilities through cooperation between regulatory authorities;
- i. Cooperation, following best practices, in minimizing the impact on public health and environment from any radioactive or other contamination arising from peaceful nuclear activities under this Agreement;
- j. Cooperation in safe, secure, sustainable and safeguarded use of civil nuclear energy including related regulatory and technological advancements;
- k. Technical training and education related to various aspects of peaceful uses of nuclear energy, including nuclear safety and nuclear security;
- l. Such other areas of cooperation as are mutually agreed upon by the Parties in writing.

### ARTICLE 3

#### FORMS OF COOPERATION

1. The cooperation agreed upon under Article 2 may be carried out in the following forms:
  - a. Developing joint programmes;
  - b. Establishment of bilateral working groups for implementation of specific projects and scientific research;
  - c. Organisation of meetings, workshops, symposia and short term schools;
  - d. Consultations on scientific and technological issues, exchange of scientific and technical information and documentation;
  - e. Education and training of scientific and technical personnel;
  - f. Supply of components, equipments and services;
  - g. Exchange of experts, scientists, engineers and academic personnel ;



- h. Joint studies and research and /or development projects;
- i. Provision of relevant technical assistance and services related to nuclear power programmes;
- j. Other forms of cooperation determined by the Parties by amending and supplementing this Agreement.

2. Cooperation in a specific field or project pursuant to this Article may be carried out by virtue of a written arrangement between the Parties, the designated authorities, or legal entities authorised by the designated authorities. These written arrangements shall conform to the Parties' respective national legislations, regulations and international obligations and may include provisions dealing with intellectual property rights protection where such rights exist or arise.

#### ARTICLE 4

##### JOINT COMMITTEE

1. The Parties shall, immediately upon the entry into force of this Agreement, establish a Joint Committee to identify the specific projects in relation to the areas of cooperation set out in Article 2 to be implemented by the Parties in terms of this Agreement and to monitor the implementation progress of projects so defined.

2. The Joint Committee shall comprise the designated authorities of the Parties. For India, the designated authority shall be the Nuclear Controls and Planning Wing of the Department of Atomic Energy and for the People's Republic of Bangladesh, the designated authority shall be the Nuclear Power Wing of the Ministry of Science and Technology.

3. Meeting of the Joint Committee shall be held on dates and at venues mutually agreed upon by the Parties.

#### ARTICLE 5

##### PEACEFUL USE

The Parties shall ensure that material, nuclear and radiological material, components, equipment and technology exchanged under this Agreement as well as nuclear material and technologies produced through the use of such material, equipment and technologies shall not be used for the manufacture of nuclear weapons or other nuclear explosive devices or for any military purposes.

## ARTICLE 6

### IAEA SAFEGUARDS

1. Each Party shall maintain IAEA safeguards with respect to nuclear material, material, equipment and components transferred pursuant to this Agreement in accordance with their respective Safeguards Agreements with the IAEA. Such safeguards shall also be maintained with respect to all special fissionable material used in or produced through the use of such nuclear material, material, equipment and components.
2. With regard to items transferred to India, they will remain subject to IAEA safeguards in accordance with the "Agreement between the Government of India and the International Atomic Energy Agency for the Application of Safeguards to Civilian Nuclear Facilities", contained in the document published by the Agency as INFCIRC/754, as supplemented by a Protocol additional to the said Agreement, contained in the document published by the Agency as INFCIRC/754/Add.6.
3. Where items subject to this Agreement are within the territory of Bangladesh, under its jurisdiction or under its control anywhere, they shall remain subject to IAEA safeguards in accordance with the "Agreement between the People's Republic of Bangladesh and the

International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons" (INFCIRC/301) done at Vienna on 11 June 1982, and the Protocol additional to the said Agreement done at Vienna on 30 March, 2001.

## ARTICLE 7

### PHYSICAL PROTECTION

1. Each Party shall ensure that nuclear and radioactive material, technology and equipment and components thereof as are produced, used, exchanged or dealt with in any other manner for any purpose whatsoever, in pursuance of any project implemented in terms of this Agreement is protected in compliance with standards and guidelines set by the IAEA, from time to time, by the Party in whose jurisdiction the material is located at any given time.
2. In addition to its obligations under the Convention on the Physical Protection of Nuclear Material, done at Vienna in 3 March 1980 and as amended and in force for each Party from time to time, each Party shall apply the recommendations of IAEA document INFCIRC/225/Rev.5 entitled, "Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities". Any alteration to or replacement of the document INFCIRC/225/Rev.5

shall have effect under this Agreement only when the Parties have informed each other in writing through diplomatic channels that they accept such an alteration or replacement.

## **ARTICLE 8**

### **RETRANSFERS**

1. Items 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.
2. Items subject to this Agreement shall not be transferred by the recipient Party to a third country except when the recipient Party has obtained assurances from the third country of peaceful use, of implementation of the Agency's safeguards and of adequate measures of physical protection comparable to Article 7 of this Agreement and IAEA has agreed to implement the safeguards.
3. The Parties shall exchange and keep up to date lists of third countries to which transfers by the other Party pursuant to paragraph 1 of this Article are authorised and the nuclear fuel cycle processes that may apply in each third Country to the nuclear material transferred.
4. The designated authority of the recipient Party shall promptly notify the designated authority of the supplier Party of transfers by the recipient Party pursuant to paragraph 1 of this Article.

## **ARTICLE 9**

### **INTELLECTUAL PROPERTY RIGHTS**

1. The Parties shall, in accordance with the applicable domestic laws of the country, ensure the effective protection of rights to intellectual property generated through projects implemented in terms of this Agreement and such rights shall not be transferred to a third party without the express written approval of both Parties.
2. The rights to intellectual property including patents, copyright, industrial property and know-how of any Party in respect of information or technology shared, utilized or transferred in pursuance of any project under this Agreement, shall remain with that Party.

## **ARTICLE 10**

### **PROTECTION OF INFORMATION AND CONFIDENTIALITY**

The Parties shall, in relation to information shared, pursuant to cooperation under this Agreement, ensure that:

- a. Information which is required to be maintained as confidential in terms of the applicable domestic laws of either of the Parties, is not disclosed to any person and is maintained as confidential at all times;
- b. Sensitive or confidential information is clearly defined and marked as such by either Party and is handled in such manner as is authorized by that Party;
- c. Information transferred by one Party to the other is not divulged to a third party without the express and written consent of the transferring Party.

## **ARTICLE 11**

### **AMENDMENTS**

This Agreement may be amended with the mutual consent of the Parties in writing.

## **ARTICLE 12**

### **SETTLEMENT OF DISPUTES**

Any dispute that may arise in the interpretation and implementation of this Agreement shall be settled amicably through discussion and negotiation by the Parties.

## **ARTICLE 13**

### **ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Agreement shall enter into force upon signature by the Parties.
2. This Agreement shall remain in force for a period of Twenty (20) Years unless previously terminated by either party by giving Twelve (12) months notice to the other Party of its intention to so terminate.



3. Upon the expiry of the first Twenty (20) years, the Agreement shall continue to be in force for another period of Twenty (20) years unless a notice for termination is given by either Party Twelve (12) months in advance to the other Party of its intention to so terminate.

4. The termination of this Agreement with effect from any date shall not affect projects that are ongoing as at that date nor shall it affect the obligations assumed under Articles 5, 6, 7, 8, 9 and 10 of this Agreement.

5. Any notifications required to be given under this Article shall be communicated through diplomatic channels.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments sign this Agreement.

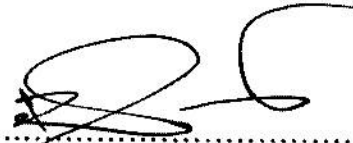
Done at New Delhi on this 8th day of April 2017, in two originals in English.

For the Government of the Republic of  
India

For the Government of the People's  
Republic of Bangladesh



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Secretary, Department of Atomic  
Energy



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Secretary, Ministry of Science  
& Technology