

AGREEMENT *refined 20.9.2011*

**between the Government of the Republic of India and
the Government of the Russian Federation on Cooperation
in the Use of Atomic Energy for Peaceful Purposes**

The Government of the Republic of India and the Government of the Russian Federation, hereinafter referred to as the Parties,

Reaffirming that the Republic of India and the Russian Federation, as States possessing advanced nuclear technology, acknowledge that nuclear energy is a safe, particularly environmentally safe, and sustainable source of energy;

Desiring to further promote the relationship of strategic partnership by developing cooperation between the two States in the use of nuclear energy for peaceful purposes in accordance with the respective international commitments and legislations of the Parties' States;

Recognizing that the Republic of India and the Russian Federation, driven by considerations of energy security and protection of environment, have developed a wide ranging capabilities in nuclear science and technology and are committed to have nuclear power as a major element of electricity production;

Mindful that both States are members of the International Atomic Energy Agency (hereinafter referred to as the "IAEA");

Recognizing that the use of nuclear energy for peaceful purposes and assurance of nuclear and radiation safety are essential for social and economic development of both States;

Mindful that both States are parties to the Convention on Physical Protection of Nuclear Material of 26 October 1979 and the International Convention on the Suppression of Acts of Nuclear Terrorism of 13 April 2005;

Noting that both States share the objectives of non-proliferation of weapons of mass destruction.

Have agreed as follows:

ARTICLE I

1.1. The Parties shall develop cooperation in the use of nuclear energy for peaceful purposes in accordance with needs and priorities defined in their respective national nuclear programs, legislations and international obligations of their respective States and on the basis of this Agreement, and with due regard to the principles of sovereignty, equality, non-interference in each other's internal affairs, mutual respect and mutual benefit.

1.2. The Parties have identified the following areas for possible cooperation:

a) Basic and applied research in the use of nuclear energy for peaceful purposes, including biology, medicine, agriculture, industry, environment and

climate change;

- b) Fusion energy;
- c) Safety of nuclear facilities and radiation sources;
- d) Development, design, construction, renovation and maintenance, and decommissioning of research reactors and nuclear power plants;
- e) Industrial production of components and material for use in nuclear reactors;
- f) Production of isotopes and their use in industry, medicine and agriculture;
- g) Nuclear safety, radiation protection and assessment of nuclear energy impact on the environment;
- h) Exploration and development of the uranium and thorium deposits, and their use for peaceful purposes;
- i) Development of the nuclear energy infrastructure;
- j) Advanced research in nuclear field, providing services and technical assistance in the above areas;
- k) Other areas of cooperation that may be agreed between the Parties.

1.3. Cooperation referred to in paragraph 1.2 of the Agreement may be undertaken in the following forms:

- a) Development of joint programs;
- b) Establishment of bilateral working groups for implementation of specific projects and scientific research;
- c) Organization of meetings, workshops, symposia and short term schools;
- d) Holding of mutual consultations;
- e) Training and advanced training of scientific and technical personnel in universities and education centers;
- f) Supply of equipment and services;
- g) Exchange of scientific and technical information;
- h) Cooperation in the field of nuclear fuel cycle services, including long-term contracts and arrangements for supply of uranium;
- i) Cooperation in joint projects in third countries;

Other forms of cooperation as may be agreed by the Parties by amending and supplementing this Agreement.

1.4. The purpose of this Agreement is to provide for peaceful nuclear cooperation and not to affect the unsafeguarded nuclear activities of either Party developed by them independent of this Agreement. Any activities involving the use by the Parties of nuclear material, non-nuclear material, equipment, components, scientific and technical information or technology produced, acquired or developed by the Parties independent of this Agreement, are not subject to provisions of this Agreement, and the Parties have the right to use them for their own purposes. 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, scientific and technical information or technology and nuclear facilities produced, acquired or developed by them independent of this Agreement for their own purposes.

ARTICLE 2

For the purposes of this Agreement:

a) "By-product material" means any radioactive material (except special fissionable material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special fissionable material. By-product material shall not be subject to safeguards or any other form of verification under this Agreement, unless it has been decided otherwise by prior mutual agreement in writing between the two Parties.

b) "Component" means a component part of equipment, or other item so designated by agreement of the Parties;

c) "Decommissioning" means the actions taken at the end of a facility's useful life to retire the facility from service in the manner that provides adequate protection for the health and safety of the decommissioning workers and the general public, and for the environment. These actions can range from closing down the facility and a minimal removal of nuclear material coupled with continuing maintenance and surveillance, to a complete removal of residual radioactivity in excess of levels acceptable for unrestricted use of the facility and its site.

d) "Dual-Use Item" means a nuclear related item which has a technical use in both nuclear and non-nuclear applications;

e) "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, equipment for fuel fabrication and any other item so designated by the Parties.

f) "In the public domain", as it applies herein, means scientific and technical information that has been made available without restrictions upon its further dissemination. (Copyright restrictions do not remove scientific and technical information from being in the 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) "Non-nuclear material" means non-nuclear material for reactors, which means 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;

i) "Nuclear Material" means any "source material" and any "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA.

"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 of the IAEA shall from time to time determine; and such other materials as the Board of Governors of the IAEA may determine or as may be agreed by the appropriate authorities of both Parties. "Special fissionable material" means plutonium, uranium-233, uranium enriched in the isotope 233 or 235, any substance containing one or more of the foregoing, and such other substances as the Board of Governors of the IAEA may determine or as may be agreed by the appropriate authorities of both Parties.

"Special fissionable material" does not include "source material". Any determination by the Board of Governors of the IAEA under Article XX of that Agency's Statute or otherwise that 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 such amendments.

"Nuclear material recovered or obtained as by-products" means nuclear material obtained from nuclear material transferred under this Agreement, or by processing or reprocessing it once or several times with the help of equipment or facilities transferred under this Agreement or with the help of equipment and facilities based upon technology transferred under this Agreement;

j) "Organization" means any entity subject to the territorial jurisdiction of either State but does not include the Parties;

k) "Peaceful purposes" include the use of information, nuclear material, equipment or components in such fields as research, power generation, medicine, agriculture and industry, but do not include use in, research on, or development of any nuclear explosive device or 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 sterility assurance, and other similar purposes as may be mutually agreed by the Parties shall not be regarded as military purpose.

l) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium, or thorium or any combination thereof.

m) "Scientific and technical information" means any information that is not in the public domain and is transferred in any form pursuant to this Agreement and so designated and documented in hard copy or digital form by mutual agreement by the Parties that it shall be subject to this Agreement, but will cease to be scientific and technical information whenever the Party transferring the information or any third party legitimately releases it into the public domain.

n) "Technology" means specific scientific and technical information necessary for the development, production, or use of any items such as nuclear material, non-nuclear material and equipment.

ARTICLE 3

3.1. For the purpose of implementing the Agreement the competent authorities of respective Parties are:

For the Government of the Republic of India – the Department of Atomic Energy of the Government of the Republic of India.

For the Government of the Russian Federation – State Atomic Energy Corporation "Rosatom".

The Parties shall notify each other without delay in writing through diplomatic channels with regard to a change in the competent authority or its name.

3.2. Cooperation in areas under this Agreement shall be implemented by the Parties through development and execution of programs and projects, and conclusion of contracts between the Indian and the Russian organizations, authorized by the Parties' competent authorities. The scope of agreed cooperation, rights and obligations of the participants of the agreements (contracts), financial and other terms and conditions shall be specified in contracts in accordance with respective legislations of the Republic of India and the Russian Federation.

3.3. Transfer of nuclear material, non-nuclear material, equipment, components and scientific and technical information and results of the intellectual activity may be undertaken directly between the Parties or through organizations, authorized by the respective competent authorities of the Parties. Such transfers shall be subject to this Agreement. In accordance with its national procedures, the recipient organization in the Republic of India shall notify any transfer pursuant to this Agreement to its competent authority which will acknowledge this transfer to the competent authority in the Russian Federation. Similarly, in accordance with its national procedures, the recipient organization in the Russian Federation shall notify any transfer pursuant to this Agreement to its competent authority which will acknowledge this transfer to the competent authority in the Republic of India.

3.4 Each Party shall ensure that the nuclear material, non-nuclear material, equipment, facilities, scientific and technical information and technology subject to the provisions of this Agreement, as well as the nuclear material recovered or obtained as by-products, are exclusively held by organizations, authorized by the respective competent authorities of the Parties.

ARTICLE 4

4.1. The Parties shall not exchange information under this Agreement classified as secret information of the Republic of India or the State secret of the Russian Federation.

4.2. Information transferred under this Agreement or created thereof and regarded by a Party as confidential shall be clearly identified by that Party as such.

4.3. Documents transferred under the Agreement or created thereof and containing information treated by either Party as confidential shall be marked in Russian "Конфиденциально" and in English "Confidential".

4.4. Confidential information shall be treated in accordance with the legislation of the State of the Party receiving such information, and it shall not be disclosed or transferred to a third party without the written consent of the transferring Party. In accordance with the legislation of the Russian Federation, such information shall be treated as "official information of limited distribution". Such information shall be protected in accordance with the Russian legislation. In accordance with the legislation and regulations of the Republic of India such information shall be treated as information marked "Confidential". Such information shall be protected in accordance with the Indian legislation.

4.5. Information transferred under the Agreement shall be used exclusively in accordance with the Agreement.

4.6. The Parties shall limit to the minimum the number of individuals with access to confidential information.

ARTICLE 5

5.1. The rights to intellectual property, including copyright, industrial property and the right to know-how that either Party had before the Agreement entered into force, shall remain with that Party.

5.2. The rights to intellectual property that has been created independently by either Party during the implementation of the Agreement shall remain with that Party.

5.3. Intellectual property, transferred by an organization under the jurisdiction of the Republic of India to a party under the jurisdiction of the Russian Federation or by an organization under the jurisdiction of the Russian Federation to an organization under the jurisdiction of the Republic of India, and intellectual property jointly created during the implementation of the Agreement and containing the results of independent intellectual activities of either Party, shall be used by either Party exclusively for the purposes of the Agreement and shall not be transferred to a third party.

5.4 Exclusive rights for the results of intellectual activities, jointly created, shall belong to the Parties. Determination of terms and conditions for use or handling by the Parties of any results of intellectual activities, jointly created by the Parties, and rights to them, shall be subject to a written agreement between the Parties. Until such agreements are reached the results of intellectual activities, jointly created by the Parties, shall be used exclusively for the purposes of the Agreement and neither Party shall have a right to make use of it or handle it independently.

ARTICLE 6

6.1. Nuclear material transferred pursuant to this Agreement may be enriched up to the level of 20 percent in uranium-235 isotope.

6.2. The Indian Party shall store and reprocess spent nuclear fuel obligated to the Russian Federation under IAEA safeguards in national facilities in the territory of the Republic of India with the aim to store and use reprocessed

materials in the Republic of India. Whenever the Republic of India constructs other national facilities dedicated to reprocessing of IAEA safeguarded spent nuclear fuel, reprocessing of spent nuclear fuel subject to this Agreement will be done in such national facilities. The Indian Party shall accept the application of the IAEA safeguards to all nuclear materials supplied by the Russian Party, including subsequent generations of special fissionable materials produced, processed or used in or by the use of the reactor facilities 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" (IAEA document INFCIRC/754).

6.3. The Parties shall conclude a separate agreement for the transfer of technology and facilities for chemical reprocessing of irradiated fuel, isotopic uranium enrichment and heavy water production.

ARTICLE 7

7.1. Nuclear material, non-nuclear material, equipment and facilities received by the Republic of India or the Russian Federation pursuant to this Agreement, equipment and facilities manufactured based on technology transferred pursuant to this Agreement, as well as nuclear material, non-nuclear material, equipment and facilities produced thereof or as a result of their use:

a) shall not be used for the manufacturing of nuclear weapons and other nuclear explosive devices or any military purpose;

b) shall be, in case of the Republic of India, under the 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" (IAEA document INFCIRC/754), shall be, in case of the Russian Federation, under the IAEA safeguards in accordance with the "Agreement between the Union of Soviet Socialist Republics and the International Atomic Energy Agency for the application of safeguards in the Union of Soviet Socialist Republics" (IAEA document INFCIRC/327), where it is applicable;

c) shall be provided with physical protection measures at a level not lower than the levels recommended by the IAEA document "Physical Protection of Nuclear Material and Nuclear Facilities" (INFCIRC/225/Rev.4);

d) shall be exported, or re-exported from jurisdiction of the States of the Parties solely under the terms and conditions of Article 7.1 with prior written consent of the transferring Party and will be subject to the IAEA safeguards under the relevant safeguards agreement with the recipient Party.

7.2. Equipment and material of dual use and related technology used for nuclear purposes transferred between the Parties pursuant to this Agreement:

a) shall be used only for declared purposes and not be used for the manufacturing of nuclear weapons and other nuclear explosive devices;

b) shall not be used in fuel cycle activities or in any other facilities not subject to the IAEA safeguards;

c) shall not be copied, re-exported, transferred to third parties or modified

for the purposes of re-export without prior written consent of the transferring party.

ARTICLE 8

Liability for nuclear damage that may arise from the implementation of cooperation under the Agreement shall be determined in appropriate agreements (contracts) concluded in accordance with paragraph 3.2 of the Agreement and international commitments and legislation of the Republic of India or the Russian Federation as the case may be.

ARTICLE 9

9.1. The Parties shall establish a Joint Coordination Committee from representatives designated by the competent authorities to facilitate the implementation of the Agreement, to review issues arising in the course of the implementation and to hold consultations on issues related to the use of nuclear energy for peaceful purposes.

9.2. The meetings of the Joint Coordination Committee shall be held as mutually agreed by the competent authorities of the Parties.

9.3. The competent authorities of the Parties shall provide financing for participation of their respective representatives in the activities of the Joint Coordination Committee.

9.4. Any disputes between the Parties arising from the application or interpretation of the provisions of this Agreement shall be settled by consultations between the Parties.

ARTICLE 10

The Agreement may be amended or supplemented with the written consent of both Parties.

ARTICLE 11

11.1. This Agreement shall enter into force on the date of receipt by diplomatic channels of the last notification in writing that the Parties have met their respective domestic procedures for its entry into force.

11.2. This Agreement shall remain in force for 40 years. Thereafter this Agreement shall be automatically extended for subsequent ten-year periods unless either Party notifies the other Party in writing through diplomatic channels no later than 6 months before the expiration of a respective period of its intention to terminate the Agreement

11.3. The termination of the Agreement shall be without prejudice to the implementation of all the programs, projects and contracts initiated, and fuel supply obligations undertaken, while the Agreement has been in force and not

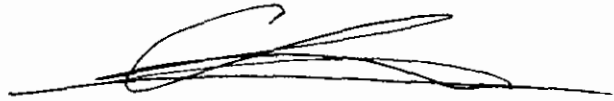
completed by the date of its termination unless otherwise agreed by the Parties.

In case of termination of the Agreement the obligations of the Parties under the Articles 4, 5, 6 and 7 of the Agreement shall remain in force.

DONE at New Delhi, on 12 March 2010 in duplicate, in Russian, Hindi and English languages, each being equally authentic. Should any dispute concerning the interpretation of Articles of the Agreement arise, the English version shall prevail.

Srikumar Banerjee

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA



FOR THE GOVERNMENT OF
THE RUSSIAN FEDERATION