

**AGREEMENT
BETWEEN
THE REPUBLIC OF INDIA
AND
THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
ON
COOPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY**

WHEREAS the Governments of the Republic of India and the Democratic Socialist Republic of Sri Lanka (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 affirming their commitment to support the objectives and act in full conformity with Agreements entered into with the IAEA in the pursuit of cooperative endeavors aforementioned;

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), and the Convention on Nuclear Safety (1994); adopted in the IAEA;

MINDFUL that international cooperation in the field of nuclear energy for peaceful purposes should be consistent with the objectives of non-proliferation of nuclear weapons, measures for adequate physical protection of nuclear materials as well as effective national export controls;

DESIRING to enhance cooperation between the Parties on the basis of sovereignty, equality, mutual respect and benefit;

WHEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement –

- (a) “Component” means a component part of equipment, or other item so designated by the Parties;
- (b) “Person” shall mean any natural person or legal entity;
- (c) “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;
- (d) “Nuclear Material” means any “source material” or “special fissionable material” as those terms are defined in Article XX of the Statute of the IAEA;
- (e) “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 their national control lists;
- (f) “Technology” means the specific information necessary for the “development”, “production” or “use” of items such as material, nuclear material and equipment with the exception of data “In the public domain” or of “Basic scientific research”;
- (g) “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;

- (h) "Production" shall mean all production phases such as construction, production engineering, manufacture, integration, assembly (mounting) inspection, testing and quality assurance;
- (i) "Use" shall mean operation, installation (including on-site installation), maintenance, repairs, overhaul and refurbishing;
- (j) "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;
- (k) "In the public domain" – "in the public domain", as it applies herein, means technology that has been made available without restrictions upon its further dissemination. (Copyright restrictions do not remove technology from being in the public domain);
- (l) "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;
- (m) "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.

ARTICLE 2
OBJECTIVES

1. The Objectives of this Agreement shall be to develop and strengthen scientific, technical and economic cooperation in the use and development of nuclear technology for peaceful purposes in the areas set out in Article 4 herein, on the basis of mutual benefit, equality in accordance with the respective national nuclear policies and programmes, domestic laws and international obligations and commitments.
2. Nothing in this Agreement shall affect the respective international obligations and commitments of the Parties

ARTICLE 3
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 4 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 would be the Nuclear Controls and Planning Wing of Department of Atomic Energy (DAE) and for Sri Lanka the Atomic Energy Board or its designated successors.
3. Meetings of the Joint Committee shall be held on dates and at venues mutually agreed upon by the Parties.

ARTICLE 4
AREAS OF COOPERATION

The Parties hereby agree to pursue cooperation in the transfer and exchange of knowledge and expertise, the sharing of resources, capacity building, sharing of experience, and the training of personnel, in relation to the following areas:

- a) Basic and applied research in the peaceful uses of nuclear technology;
- b) Production and utilization of radioactive isotopes for use in industry, agriculture and water management;
- c) Use of radioactive isotopes for healthcare, including nuclear medicine;
- d) Nuclear Safety, radiation safety, nuclear and radiological disaster mitigation and environment protection;
- e) Nuclear Security
- f) Treatment and management of radioactive wastes;
- g) Such other areas of cooperation as are mutually agreed upon by the Parties.

ARTICLE 5

FORMS OF COOPERATION

The cooperation agreed upon under Article 4 may be carried out in the following ways:

- a) Education and training of scientific and technical personnel;
- b) Exchange of experts, scientists, technicians and lecturers;
- c) Consultations on Scientific and technological issues;
- d) Joint studies and research;
- e) Supply and transport of nuclear and radioactive material, equipment and services;
- f) Transfer and exchange of Scientific and technical knowledge and expertise;
- g) Other methods of cooperation determined by the Parties.

ARTICLE 6

SPECIFIC PROJECTS

The terms and conditions applicable to each Project identified by the Joint Committee for implementation in terms of this Agreement, shall be set out in subject specific Agreements to be entered into by persons authorized by the Parties.

ARTICLE 7
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 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 8
PROTECTION OF INFORMATION

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 and is handled in such manner as is authorized by the Parties;
- 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 9
PEACEFUL USE

The Parties shall ensure that nuclear and radiological material, 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 10
IAEA SAFEGUARDS

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

ARTICLE 11
PHYSICAL PROTECTION

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-

- a) is protected in compliance with standards and guidelines set by the IAEA from time to time, and the 1980 Convention on Physical Protection of Nuclear Material as amended and as applicable by the party in whose jurisdiction the material is located at any given time;
- b) is not transferred to a third party without the express and written consent of the other Party.

ARTICLE 12
AMENDMENTS

This Agreement may be amended with the mutual consent of the Parties following the same procedure as for entering into this Agreement.

ARTICLE 13
SETTLEMENT OF DISPUTES


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

ARTICLE 14

ENTRY INTO FORCE AND TERMINATION

- (1) After the Agreement has been signed by both Parties, each Party shall notify the other Party through diplomatic channels of the completion of its internal procedures necessary to bring this Agreement into force.
- (2) This Agreement shall enter into force on the date of the later of these notifications.
- (3) This Agreement shall remain in force for a period of ten (10) years unless previously terminated by either Party by giving six (06) months notice to the other Party of its intention to so terminate.
- (4) Upon the expiry of the first ten (10) years, the Agreement shall continue in force for such further period as may be mutually determined by the Parties.
- (5) 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 7, 8, 9, 10 and 11 of this Agreement.
- (6) Notifications required to be given under this clause shall be by communications made through diplomatic channels.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments sign this Agreement in two originals on this ...day of February 2015, in New Delhi.


(Dr. R.K. Sinha)
Secretary
Department of Atomic Energy

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA


(Patali Champika Ranawaka)
Minister of Power & Energy

FOR THE GOVERNMENT OF
THE DEMOCRATIC SOCIALIST
REPUBLIC OF SRI LANKA