

No. 5623

**CANADA
and
AUSTRALIA**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at Ottawa, on 4 August 1959**

Official text: English.

Registered by Canada on 21 March 1961.

**CANADA
et
AUSTRALIE**

**Accord de coopération concernant l'utilisation pacifique de
l'énergie atomique. Signé à Ottawa, le 4 août 1959**

Texte officiel anglais.

Enregistré par le Canada le 21 mars 1961.

No. 5623. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT OTTAWA, ON 4 AUGUST 1959

The Government of Canada and the Government of the Commonwealth of Australia,

Conscious of the many benefits, including the increase of energy supplies, the raising of agricultural and industrial production, the wider availability of knowledge and means to combat disease, and the assistance of research directed to wholesome and fruitful purposes, which the application of atomic energy to peaceful uses may be expected to provide,

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 promotion and development of the peaceful uses of atomic energy,

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

Have agreed as follows :

Article I

1. The co-operation intended by this Agreement may include

(a) the supply of information relating to peaceful uses of atomic energy and, in particular, to

- (i) research and development,
- (ii) problems of health and safety,
- (iii) equipment and facilities (including the supply of designs, drawings and specifications), and
- (iv) uses of equipment, facilities, materials, source material, special nuclear material and fuel;

(b) the supply of equipment, facilities, materials, source material, special nuclear material and fuel;

¹ Came into force on 7 October 1959, the date of the exchange of the instruments of ratification at Canberra, in accordance with article VII.

- (c) transfer of patent rights;
- (d) access to and use of equipment and facilities.

2. The co-operation provided for in this Article shall be effected on terms and conditions to be agreed.

Article II

1. Governmental enterprises of either Contracting Party may

- (a) deal directly with or perform services for the other Contracting Party, governmental enterprises of the other Contracting Party or authorized persons under the jurisdiction of the other Contracting Party in matters within the scope of this Agreement;
- (b) acquire from the said Contracting Party information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material.

2. Persons under the jurisdiction of either Contracting Party may

- (a) with the general or specific authorization of their Government, deal directly with or perform services for persons under the jurisdiction of the other Contracting Party as authorized by the latter, or the other Contracting Party or governmental enterprises of the latter, in matters within the scope of this Agreement;
- (b) unless otherwise specified by the other Contracting Party at or before the time of transmission, acquire from their Government information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material.

3. Either Contracting Party may transfer to international organizations, or to third Governments, or to enterprises or individuals under the jurisdiction of third Governments,

- (a) information, equipment (other than nuclear reactors), facilities and materials obtained pursuant to this Agreement, unless otherwise specified by the other Contracting Party;
- (b) identified material after irradiation, for chemical processing or storage, subject however to the terms of a written authorization of the supplying Contracting Party.

4. Each Contracting Party shall be responsible towards the other for ensuring that the provisions of this Agreement are accepted and complied with by all of its governmental enterprises, and by all persons under its jurisdiction, to which authorization has been granted by or pursuant to this Agreement.

Article III

Any supply pursuant to this Agreement shall be subject to the provisions of this Agreement and, in particular, to the following conditions :

- (a) information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material, shall not be transferred unless such transfer is authorized by or pursuant to the provisions of Article II of this Agreement;
- (b) source material, special nuclear material and fuel shall not be supplied in quantities exceeding those actually needed for research and development purposes or for the efficient and continuous operation of specified nuclear reactors;
- (c) source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to acquire any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed by the recipient Contracting Party for its own use and by persons under its jurisdiction for their own use;
- (d) source material, special nuclear material and fuel obtained pursuant to this Agreement shall not be processed or altered in form or content after irradiation except as authorized in writing by the supplying Contracting Party, and processing and alteration so authorized shall be effected in facilities approved by the supplying Contracting Party;
- (e) identified material shall be secured with precautions acceptable to the supplying Contracting Party.

Article IV

1. Each supplying Contracting Party shall be permitted to assure itself that the provisions of this Agreement are complied with and, in particular, that identified material is being used for peaceful purposes only, and to that end the supplying Contracting Party shall have the right

- (a) to examine the design of equipment (including nuclear reactors) or facilities in which identified material is to be used or stored, with a view to ensuring that such identified material will not further any military purpose and that effective application of the safeguards provided for in this Agreement shall be feasible;
- (b) to require maintenance and production of adequate records to assist in ensuring accountability for identified material;
- (c) to call for and receive progress reports;