

No. 6894

**CANADA
and
EUROPEAN ATOMIC ENERGY COMMUNITY
(EURATOM)**

Agreement for co-operation in the peaceful uses of atomic energy (with exchange of notes). Signed at Brussels, on 6 October 1959

Official texts of the Agreement: English, French, German, Italian and Dutch.

Official text of the notes: French.

Registered by Canada on 28 August 1963.

**CANADA
et
COMMUNAUTÉ EUROPÉENNE DE L'ÉNERGIE
ATOMIQUE (EURATOM)**

Accord de coopération concernant les utilisations pacifiques de l'énergie atomique (avec échange de notes). Signé à Bruxelles, le 6 octobre 1959

Textes officiels de l'Accord: anglais, français, allemand, italien et néerlandais.

Texte officiel des notes: français.

Enregistré par le Canada le 28 août 1963.

No. 6894. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM) FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT BRUSSELS, ON 6 OCTOBER 1959

PREAMBLE

The Government of Canada and the European Atomic Energy Community (Euratom), acting through its Commission (hereinafter referred to as "the Commission");

Considering that the Community has been established by the Kingdom of Belgium, the Federal Republic of Germany, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands in the Treaty signed at Rome on March 25, 1957,² with the aim of contributing to the raising of the standard of living in the Member States and to the development of exchanges with other countries by the creation of conditions necessary for the speedy establishment and growth of nuclear industries;

Considering that the Government of Canada and the Community have expressed their mutual desire for the development of close co-operation in the peaceful uses of atomic energy;

Desiring to collaborate with each other in order to promote and enlarge the contribution which the development of the peaceful uses of atomic energy can make to welfare and prosperity in Canada and within the Community;

Recognizing in particular that it would be to their mutual benefit to co-operate by establishing a joint programme of research and development;

Considering that an arrangement providing for co-operation in the peaceful uses of atomic energy would initiate a fruitful exchange of experience, provide opportunities for mutually beneficial action and reinforce solidarity within Europe and across the Atlantic;

Have agreed as follows :

Article I

1. The co-operation intended by this Agreement relates to the peaceful uses of atomic energy and includes

¹ Came into force on 18 November 1959 by an exchange of notes to that effect, in accordance with article XV (1).

² United Nations, *Treaty Series*, Vol. 298, p. 167.

- (a) the supply of information, including that relating to :
 - (i) research and development,
 - (ii) problems of health and safety,
 - (iii) equipment, facilities and devices (including the supply of designs, drawings, and specifications), and
 - (iv) uses of equipment, facilities, devices and material;
- (b) the supply of material;
- (c) the procurement of equipment and devices;
- (d) the use of patent rights;
- (e) access to and use of equipment and facilities.

2. The co-operation provided for in this Agreement shall be effected on terms and conditions to be agreed and in accordance with the applicable laws, regulations and other licensing requirements in force in Canada and within the Community.

3. Each Contracting Party shall be responsible toward the other for ensuring that the provisions of this Agreement are accepted and complied with as to Canada by all of its governmental enterprises and by all persons under its jurisdiction, and as to the Community, in accordance with the provisions of the abovementioned Treaty, by all persons within the Community to whom authorization has been granted pursuant to this Agreement.

Article II

Without limiting the generality of Article I, the co-operation envisaged in this Agreement will include a joint programme of research and development connected with the natural uranium fuelled heavy water moderated type of nuclear reactor.

Article III

1. (a) The Contracting Parties may make available to each other and to persons within the Community or under the jurisdiction of the Government of Canada, information at their disposal on matters within the scope of this Agreement.

(b) The supply of information received from any third party under terms preventing such supply shall be excluded from the scope of this Agreement.

(c) Information regarded by the supplying Contracting Party as being of commercial value shall be supplied only under terms and conditions specified by the said Contracting Party.

2. (a) The Contracting Parties shall encourage and facilitate the exchange of information between persons under the jurisdiction of the Government of Canada on the one hand and persons within the Community on the other hand on matters within the scope of this Agreement.

(b) Information owned by such persons shall be supplied only with the consent of and under terms and conditions to be specified by those persons.

Article IV

1. (a) The Contracting Parties shall grant or cause to be granted, to each other or to persons within the Community or under the jurisdiction of the Government of Canada, on terms and conditions to be agreed, licences or sublicences under patents owned by either Contracting Party, or as to which either has the right to grant licences or sublicences on matters within the scope of this Agreement.

(b) The granting of licences or sublicences under patents or licences received from any third party under terms preventing such grants shall be excluded from the scope of this Agreement.

2. (a) The Contracting Parties shall encourage and facilitate the granting, to persons within the Community or under the jurisdiction of the Government of Canada, of licences under patents, on matters within the scope of this Agreement, owned by persons under the jurisdiction of the Government of Canada or within the Community, respectively.

(b) Licences or sublicences under patents or licences owned by such persons shall be granted only with the consent of, and under terms and conditions to be specified by, those persons.

Article V

1. The Contracting Parties shall to such extent as is practicable provide technical advice to each other or to persons within the Community or under the jurisdiction of the Government of Canada, by the secondment of experts or in such other ways as may be agreed.

2. Each Contracting Party shall, wherever possible, provide in its own schools or facilities, and assist in obtaining elsewhere in Canada or within the Community, training in subjects relevant to the peaceful uses of atomic energy for students and trainees recommended by the other.

Article VI

The Contracting Parties agree that with the general or specific authorization of the Government of Canada or, when required by the Treaty establishing the European Atomic Energy Community (Euratom), of the Commission, source material and special nuclear material may be supplied or received under this Agreement on commercial terms or as otherwise agreed, by the Governmental enterprises of Canada, by the Supply Agency of the Community, or by persons under the jurisdiction of the Government of Canada or within the Community.

Article VII

The Contracting Parties shall, to such extent as is practicable, assist persons within the Community or under the jurisdiction of the Government of Canada in obtaining research and power reactors and in obtaining assistance in the design, construction and operation of such reactors.

Article VIII

The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Contracting Party or by persons within the Community or under the jurisdiction of the Government of Canada, of material, equipment and other requisites for atomic energy research, development and production within the Community or in Canada.

Article IX

1. The Government of Canada and the Community each undertakes that material or equipment obtained pursuant to the present Agreement, and source material or special nuclear material derived from the use of any material or equipment so obtained, shall be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose; and that to this end no material or equipment obtained pursuant to the present Agreement, or source or special nuclear material derived from the use of any material or equipment so obtained, shall be transferred to unauthorized persons or beyond its control except with the prior consent in writing of the Community or the Government of Canada, respectively.