

No. 53149*

**Canada
and
Ukraine**

Agreement between the Government of Canada and the Government of Ukraine for co-operation in the peaceful uses of nuclear energy (with annexes). Ottawa, 20 December 1995

Entry into force: *14 January 1999 by notification, in accordance with article XII*

Authentic texts: *English, French and Ukrainian*

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**Canada
et
Ukraine**

Accord de coopération entre le Gouvernement du Canada et le Gouvernement de l'Ukraine concernant les utilisations pacifiques de l'énergie nucléaire (avec annexes). Ottawa, 20 décembre 1995

Entrée en vigueur : *14 janvier 1999 par notification, conformément à l'article XII*

Textes authentiques : *anglais, français et ukrainien*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 10 décembre 2015*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF UKRAINE
FOR CO-OPERATION IN THE
PEACEFUL USES OF NUCLEAR ENERGY**

THE GOVERNMENT OF CANADA (hereinafter referred to as "Canada")
and **THE GOVERNMENT OF UKRAINE** (hereinafter referred to as "Ukraine"),
both hereinafter referred to as the "Parties";

DESIRING to strengthen the friendly relations that exist between the Parties;

MINDFUL of the advantages of effective co-operation in the peaceful uses of
nuclear energy;

RECOGNIZING that Canada and Ukraine are both non-nuclear-weapon States
party to the Treaty on the Non-Proliferation of Nuclear Weapons done at London,
Moscow and Washington on July 1, 1968, (hereinafter referred to as the "NPT") and,
as such, have undertaken not to manufacture or otherwise acquire nuclear weapons or
other nuclear explosive devices and that each Party has concluded an agreement with
the International Atomic Energy Agency (hereinafter referred to as the "IAEA") for
the application of safeguards in connection with the NPT;

UNDERLINING further that the parties to the NPT have undertaken to
facilitate, and have the right to participate in, the fullest possible exchange of nuclear
material, material, equipment and scientific and technological information for the
peaceful uses of nuclear energy and that parties to the NPT in a position to do so may
also co-operate in contributing together to the further development of the applications
of nuclear energy for peaceful purposes;

INTENDING, therefore, to co-operate with one another to these ends;

HAVE AGREED as follows:

ARTICLE I

For the purpose of this Agreement:

- (a) "Appropriate governmental authority" means for Canada, the Atomic
Energy Control Board, and for Ukraine, the State Committee on the
Use of Nuclear Energy of Ukraine;
- (b) "Equipment" means any of the equipment listed in Annex B to this
Agreement;
- (c) "Material" means any of the material listed in Annex C to this
Agreement;

- (d) "Nuclear material" means any source material or any special fissionable material as these terms are defined in Article XX of the Statute of the IAEA which is attached as Annex D to this Agreement. Any determination by the Board of Governors of the IAEA under Article XX of the IAEA's Statute that amends the list of material considered to be "source material" or "special fissionable material", shall only have effect under this Agreement when the Parties to this Agreement have informed each other in writing that they accept that determination;
- (e) "Persons" means individuals, firms, corporations, companies, partnerships, associations and other entities, private or governmental whether possessed of legal personality or not and their respective agents;
- (f) "Technology" means technical data that the supplier Party has designated, prior to transfer and after consultation with the recipient Party, as being relevant in terms of non-proliferation and important for the design, production, operation or maintenance of equipment or for the processing of nuclear material or material and (i) includes, but is not limited to, technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals; but (ii) excludes data available to the public; and
- (g) "The Agency's Safeguards Systems" means the safeguards system set out in the IAEA document INFCIRC/66 Rev 2 as well as any subsequent amendments thereto which are accepted by the Parties.

ARTICLE II

The co-operation contemplated under this Agreement relates to the use, development and application of nuclear energy for peaceful purposes and may include, inter alia:

- (a) the supply of information, which includes technology, related to:
 - (i) research and development,
 - (ii) health, nuclear safety, emergency planning and environmental protection,
 - (iii) equipment (including the supply of designs, drawings and specifications),
 - (iv) uses of nuclear material, material and equipment (including manufacturing processes and specifications)and the transfer of patent and other proprietary rights pertaining to that information;
- (b) the supply of nuclear material, material and equipment;
- (c) the implementation of projects for research and development as well as for design and for application of nuclear energy for use in such fields as agriculture, industry, medicine and the generation of electricity;
- (d) industrial co-operation between persons in Canada and in Ukraine;
- (e) technical training and related access to and use of equipment;

- (f) the rendering of technical assistance and services, including exchanges of experts and specialists; and
- (g) the exploration for and development of uranium resources.

ARTICLE III

- (1) The Parties shall encourage and facilitate co-operation between persons under their respective jurisdictions on matters within the scope of this Agreement.
- (2) Subject to the terms of this Agreement, persons under the jurisdiction of either Party may supply to or receive from persons under the jurisdiction of the other Party nuclear material, material, equipment and technology, on commercial or other terms as may be agreed by the persons concerned.
- (3) Subject to the terms of this Agreement, persons under the jurisdiction of either Party may provide persons under the jurisdiction of the other Party with technical training in the application of nuclear energy for peaceful uses on commercial or other terms as may be agreed by the persons concerned.
- (4) The Parties will make efforts to facilitate exchanges of experts, technicians and specialists related to activities under this Agreement.
- (5) The Parties shall take all precautions necessary to preserve the confidentiality of information including commercial and industrial secrets transferred between persons under their respective jurisdictions.
- (6) The Parties may, subject to terms and conditions to be jointly determined, collaborate on safety and regulatory aspects of the production of nuclear energy including (a) exchange of information and (b) technical co-operation and training.
- (7) A Party shall not use the provisions of this Agreement for the purpose of securing commercial advantage or for the purpose of interfering with the commercial relations of the other Party.
- (8) The cooperation contemplated by this Agreement shall be in accordance with the laws, regulations, and policies in force in Canada and Ukraine.

ARTICLE IV

- (1) Nuclear material, material, equipment and technology identified in Annex A shall be subject to this Agreement unless otherwise agreed by the Parties.
- (2) Items other than those covered by paragraph (1) of this Article shall be subject to this Agreement when the Parties have so agreed in writing.
- (3) Prior to the transfer of nuclear material, material, equipment and technology between the Parties, whether directly or through third parties, the appropriate governmental authorities shall agree, through an exchange of written notifications, on nuclear material, material, equipment and technology subject to this Agreement.

ARTICLE V

Prior to the transfer of any nuclear material, material, equipment or technology subject to this Agreement beyond the jurisdiction of a Party to this Agreement to a third party, the written consent of the other Party shall be obtained.

ARTICLE VI

Prior to the enrichment of any nuclear material subject to this Agreement to twenty (20) percent or more in the isotope U 235 or to the reprocessing of any nuclear material subject to this Agreement, written consent of both Parties shall be obtained. Such consent shall describe the conditions under which the resultant plutonium or uranium enriched to twenty (20) percent or more may be stored and used. An agreement to facilitate the implementation of this provision may be established by the Parties.

ARTICLE VII

- (1) Nuclear material, material, equipment and technology subject to this Agreement shall not be used to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices.
- (2) With respect to nuclear material, the commitment contained in paragraph (1) of this Article shall be verified pursuant to the safeguards agreement between each Party and the IAEA, in connection with the NPT. However, if for any reason or at any time the IAEA is not administering such safeguards within the territory of a Party, that Party shall forthwith enter into an agreement with the other Party for the establishment of IAEA safeguards or of a safeguards system that conforms to the principles and procedures of the Agency's Safeguards System and provides for the application of safeguards to all items subject to this Agreement.

ARTICLE VIII

- (1) Nuclear material shall remain subject to this Agreement until:
 - (a) it is determined that it is no longer either usable or practicably recoverable for processing into a form usable for any nuclear activity relevant from the point of view of safeguards referred to in Article VII of this Agreement. Both Parties shall accept a determination made by the IAEA in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement to which the IAEA is a party;
 - (b) it has been transferred to a third party in accordance with the provisions of Article V of this Agreement; or
 - (c) otherwise agreed between the Parties.
- (2) Material and equipment shall remain subject to this Agreement until:
 - (a) transferred to a third party in accordance with the provisions of Article V of this Agreement; or
 - (b) otherwise agreed between the Parties.
- (3) Technology shall remain subject to this Agreement until otherwise agreed between the Parties.