

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
KAZAKHSTAN AND THE GOVERNMENT OF THE
REPUBLIC OF INDIA FOR CO-OPERATION IN THE
PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the Republic of Kazakhstan and the Government of the Republic of India (hereinafter referred to as the "Parties");

Recalling the Agreement between the Republic of Kazakhstan and the Republic of India for Cooperation in the field of Trade and Economic relations, Science and Technology dated February 22, 1992;

Taking into account the friendly and close relationship between the two States and desirous of further strengthening of these ties;

Noting that nuclear energy is an indispensable, safe, reliable, environmentally friendly and sustainable source of energy and also can meet energy requirements of the future;

Recognizing the respective achievements of the Parties in the field of nuclear technologies;

Desiring to enter into civil nuclear cooperation for development and use of nuclear energy for peaceful purposes for national development of both States, based on respective international commitments and obligations, and also the respective national legislation in the States;

Underlining that further development of international cooperation in promoting the use of nuclear energy for peaceful purposes shall benefit both States;

Noting that the cooperation in the peaceful uses of nuclear energy is an important factor in promoting social and economic development of the two States;

Striving to strengthen cooperation in the peaceful uses of nuclear energy on the basis of traditionally friendly relations between the two States;

Have agreed as follows:

Article 1 Objectives

The objective of this Agreement is to establish a legal framework for mutually beneficial cooperation between the Parties in the peaceful uses of nuclear energy, while consolidating bilateral cooperation between them, with due regard for international law, respective national policies of the two Parties and international obligations, without impairing the rights of each Party.

Article 2 Definitions

For the purpose of this Agreement, the following terms and definitions are used:

«Nuclear material» means any source material or any special fissionable material as these terms are defined in Article XX of the Statute of the International Atomic Energy Agency (IAEA);

«Special non-nuclear 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 maybe jointly designated by the appropriate authorities of the Parties;

«Equipment» means major items of machinery, plant or instrumentation, or major components thereof, which are specially designed or prepared for use in nuclear activities;

«Technology» means specific data that is necessary for the design, production or use of any nuclear material, special non-nuclear material or equipment. This information may be provided in the form of technical data that includes technical drawings, layouts, diagrams, models, formulas, detailed designs and specifications, guidelines and manuals presented in a written form or on other medium (for example, disks, storing devices, etc.) and has been so designated by mutual agreement of the Parties that it shall be subject to this Agreement and upon written confirmation by the recipient Party that it has been received;

«Person» means any natural person or legal entity subject to the national laws of the Parties but does not include the Parties;

«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;

«Confidential information» means information except the information published publicly, transferred by the Parties or persons to each other and relating to their economic, commercial and other activities, whose unauthorized disclosure may impair security and interests of the Parties and whose confidentiality the transferring Party seeks to protect.

«Intellectual property» shall have the meaning as set forth in Article 2 of the Convention establishing the World Intellectual Property Organization adopted in Stockholm on July 14, 1967.

Article 3 - Areas of Cooperation

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

1. The supply of nuclear material, special non-nuclear material and equipment for use in civil nuclear power through long-term contracts;
2. Exchange of scientific and technical information with regard to the nuclear fuel cycle through mutual agreement;
3. Joint marketing research of the uranium market and fuel for nuclear power reactors, exchange of such marketing research;
4. Exploration and mining of uranium and other natural resources relevant to the exploitation of nuclear energy;
5. Implementation of joint projects on the use of nuclear energy in industry, agriculture, medicine and nuclear power;

6. Design, construction, operation, maintenance and decommissioning of nuclear power plants, research-and-development reactors, low-power and medium-power reactors, as well as supplies of fuel, components and nuclear equipment for their operation;
7. Nuclear and radiation protection and environmental monitoring;
8. Training and exchange of experts;
9. Organization of joint scientific conferences, symposia, seminars and workshops;
10. Joint scientific research and implementation of projects being of mutual interest;
11. Other areas of cooperation as mutually agreed to by the Parties'.

Article 4 Implementation of Cooperation

In accordance with the provisions mentioned in Article 3 of this Agreement, conditions for implementation of cooperation shall be defined in each specific case:

- In specific agreements between the Parties or appropriate organizations designated by them, in which, particularly, programs and conditions of scientific-technical and industrial exchange are defined;
- In contracts, concluded between appropriate designated organizations, enterprises and institutions in order to implement industrial projects, as well as rendering services, supply of special non-nuclear material, nuclear material, equipment, installations or technologies.

Article 5 Competent authorities and executive agreements

1. The competent authorities responsible for fulfillment of the Parties' obligations hereunder shall be:

- for the Republic of Kazakhstan - Ministry of Industry and New Technologies of the Republic of Kazakhstan,

- for the Republic of India - the Department of Atomic Energy .

2. When there is a change with regard to a competent authority designated hereunder by one of the Parties, such Party shall notify in writing to the other Party thereof through diplomatic channels.

3. The competent authorities shall hold regular meetings for implementing cooperation and addressing any issues that may arise within the framework of implementation of this Agreement.

4. The Parties shall not use the provisions of this Agreement for the purpose of interfering in the commercial relations of the other Party.

Article 6 Information

1. The Parties shall ensure the security and confidentiality of technical data and information designated as confidential by the Party having provided the information under this Agreement. Such technical data and information shall not be conveyed to third parties, without prior written approval from the disclosing Party. Information shall cease to be confidential if the Party transferring the information or any third party legitimately releases it into the public domain.

2. The Parties may use without restriction any technical data and information they have exchanged in accordance with the provisions of this Agreement except in cases when the Party, a competent authority or an official furnishing such information, has notified in advance in writing, of any restrictions on the use or disclosure of such information.

3. The Parties shall take all possible precautions in accordance with their respective national legislations to protect confidential technical data and information transferred to them as well as the intellectual property rights.

4. Intellectual property obtained under this Agreement may be transferred to any third party only upon the consent of the Party that is the owner thereof. In such a case intellectual property items recognized by either Party as carrying confidential information shall be transferred subject to the respective national legislation of this Party in the field of protection of State secrets.

5. The conditions of use, conferment and transfer of intellectual property rights shall be defined on a case-by-case basis in the specific agreements, Memoranda of Understanding and contracts concluded in accordance with this Agreement.

Article 7

Transfer of Nuclear Materials, Special Non-nuclear Materials, Equipment and Technologies

1. Transfer of nuclear materials, special non-nuclear materials, equipment, facilities and technologies under this Agreement shall be made in accordance with the applicable national legislation of the transferring Party.

2. A Party considering further retransfer of nuclear material, special non-nuclear material, equipment, and technologies subject to this Agreement to a third State, or transfer of nuclear material, special non-nuclear material, equipment, and technology retrieved from transferred equipment and facilities, shall do so after obtaining written consent for this purpose from the other Party and a commitment by the recipient State of retransfers that

(a) such retransfers shall be used for peaceful purposes only,

(b) IAEA safeguards shall be implemented on such retransfers, and adequate physical protection measures will be implemented on all such retransfers.

3. The nuclear material, special non-nuclear material, equipment, and technology subject to this Agreement, as well as the nuclear material recovered or obtained as by-products shall remain subject to the provisions of this Agreement until:

a) They have been subsequently transferred or retransferred to the third Party in accordance with the provisions of paragraph 2 of this Article, or returned to the Party which initially transferred them;

b) The Parties decide by mutual agreement that such materials are no longer subject to this Agreement and withdraw them from jurisdiction of this Agreement;

c) It has been established by the IAEA, in accordance with the

provisions for the termination of safeguards of the agreements between the Republic of Kazakhstan and the IAEA or between the Government of India and the IAEA, concerning nuclear material, that it has been used or diluted to the extent that it is no longer usable for any nuclear activity relevant from the point of view of IAEA safeguards, or that it is no longer practicably recoverable.

4. Transfer of nuclear material, special non-nuclear material, equipment and technology under this Agreement may be undertaken directly between the Parties or through persons designated by them. Nuclear materials, special non-nuclear material, equipment and technology transferred from the territory of one Party to the territory of the other Party, whether directly or through a third country, shall be considered as having been transferred pursuant to the Agreement only upon confirmation by the appropriate authority of the recipient Party to the appropriate authority of the supplier Party, that such nuclear materials, special non-nuclear materials, equipment and technology shall be subject to this Agreement and have been received.

Article 8 **Enrichment and Reprocessing**

1. Uranium transferred under this Agreement or produced through the use of any equipment transferred under this Agreement shall not be enriched to more than twenty (20%) percent in U-235 unless there is a written consent given by the supplying Party.

2. Reprocessing and any other alteration in form or content of nuclear material transferred pursuant to this Agreement or nuclear material used in or produced through the use of special non-nuclear material, nuclear material or equipment transferred under this Agreement shall be carried out at national nuclear facilities under IAEA safeguards. Any fissionable material that may be separated during reprocessing shall be stored and utilized at national facilities of the receiving state under IAEA safeguards.

Article 9 **Peaceful use**

1. The Parties shall effect cooperation hereunder solely for peaceful purposes and not for manufacturing explosive devices.

2. Nuclear materials, special non-nuclear materials, equipment, technologies and information transferred hereunder as well as any equipment manufactured on the basis of technologies and nuclear materials retrieved or produced as a by-product thereof shall be used solely for peaceful purposes and not for manufacturing nuclear weapons, any nuclear explosives or for other military purposes.

3. The provisions hereof are fulfilled by the Republic of Kazakhstan pursuant to the "Agreement for Safeguards Application related to the NPT between the Republic of Kazakhstan and the IAEA" as of 26 July, 1994 supplemented by the Additional Protocol thereto as of 6 February, 2004.

4. The provisions hereof are fulfilled by Republic of India pursuant to IAEA safeguards in accordance with "An Agreement with the Government of India for the Application of Safeguards to Civilian Nuclear Facilities" as of 11 May 2009 supplemented by Additional Protocol approved by the IAEA Board of Governors on 3 March 2009 (IAEA document Gov/2009/11) and signed on 15 May 2009, when in force.

Article 10 Physical protection

1. The Parties shall take measures to ensure physical protection for special non-nuclear material, nuclear material and equipment transferred under this Agreement at the levels not lower than those laid down by the IAEA.

2. Each Party shall take measures to ensure that physical protection of special non-nuclear material, nuclear material, equipment, and technologies, transferred within the framework of this Agreement are in accordance with its relevant national policy and legislation and international commitments to which it is a signatory.

Article 11 Liability

The Parties or persons designated by the Parties for implementing this Agreement shall deal with liability issues, including civil nuclear liability, in specific agreements or contracts.

Article 12 Consultations

1. The Parties shall hold consultations and meetings considered necessary in the process of implementation of this Agreement on the basis of mutual agreement.
2. Any disputes regarding implementation or interpretation of any provision of this Agreement shall be settled amicably by negotiations and consultations between the Parties.

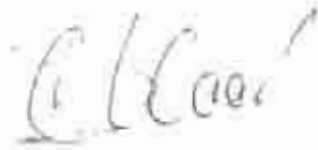
Article 13 Alterations, Amendments; Entry into Force and Termination

1. This Agreement shall enter into force on the date of receipt through diplomatic channels of the last notification in writing that the Parties have completed their respective domestic procedures, required for its entry into force.
2. This Agreement shall remain valid for a period of forty (40) years; it shall be automatically renewed for succeeding periods of twenty (20) years, until one of the Parties notifies in writing the other Party through diplomatic channels about its intention to terminate this Agreement earlier at the latest one year before expiration of its 20-year period of validity.
3. This Agreement may be terminated or suspended by either Party at any time in case of violation or non-compliance by one of the Parties of the terms and provisions hereof from the date of receiving through diplomatic channels a written notice by the other Party.
4. This Agreement may be altered or amended through mutual agreement of the Parties by executing separate protocol(s) being an integral part of this Agreement.
5. Notwithstanding expiration or termination of this Agreement, obligations set forth in Articles 6, 7, 8, 9 and 10 hereof shall remain in force unless the Parties come to an agreement otherwise. The termination of cooperation under this Agreement shall be without prejudice to the implementation of contracts, on-going projects and fuel supply commitments made under this Agreement.

Done at Astana on "15" April 2011 in two original documents, each document in the Kazakh, Hindi, Russian and English languages, all versions being equally authentic. In case of disagreement in interpretation of the provisions hereof, the English version shall prevail.



**For the Government of the
Republic of India**



**For the Government of the
Republic of Kazakhstan**