

3. Copies of the Agreements in force for the cooperation concerning peaceful uses of atomic energy with other countries would be made available on the website of the Department

8. Additional Secretary, Department of Atomic Energy, Government of India, New Delhi, India, authority (hereinafter referred to as the 'Competent Authority') may grant authorization including prescribing fee. Application for authorization referred to in 8 may be made in the prescribed form as given in Schedule-II. Every application should be accompanied by a fee as determined by the Competent Authority. The Competent Authority may grant authorization only if the applicant is technically, financially and legally competent. A person who has been granted an authorization by the Authority shall receive a copy of the

final deed contain the period of 30 days from the date such is Additional Information 10. Competent Authority may seek such access to relevant facilities as he may find application for authorization, or to ensure on which the authorization has been issued. Reporting requirements Every person receiving any nuclear material, non-nuclear material, equipment, components, information or under such (hereinafter referred to as the 'Recipient') shall be to Competent Authority, details of such transfers within 30 days of details of such transfer and any activity that was carried out by such person pursuant to the agreement or the assurance

12. Every Recipient shall be required to submit an annual report by 15th April of every year for the immediately preceding financial year providing the details of transfers of any nuclear material, non-nuclear material, equipment, information, or technology, and any activity that was carried out by such a person pursuant to the agreement or the assurance to the Competent Authority

13. Every authorization shall be non-transferable, non-assignable and subject to such conditions and reporting requirements as may be stipulated therein or subsequently sought.

The Competent Authority may suspend or revoke an authorization for breach of any of the conditions on which it is granted or for non-compliance of any reporting requirement, provided that such suspension or revocation shall be ordered only after giving the person concerned an opportunity of making a representation and considering his representation. Recognition and verification of transfer

14. Any nuclear material, non-nuclear material, equipment, components, information or technology shall be deemed to have been transferred pursuant to an agreement for cooperation with a co-operating country or an assurance given by the Government of India to a trading country only if an authorization has been obtained by the person in India before entering into any arrangement with a Supplier, and the Competent Authority has been informed of such transfer having taken place. The Government of India reserves the right to verify any such transfer in any manner it may consider necessary. Legal requirements

15. Arrangements pursuant to authorizations shall continue to be subject to provisions of the Atomic Energy Act, 1962, other applicable Indian laws and rules, regulations and guidelines made thereunder. These arrangements shall also conform to the policies of the Government of India which India is or may be a Party. "Nuclear material" means any "source or those terms are in Article of the Statute of the International Atomic Energy Agency (IAEA); "Non-nuclear material" material for use in high velocity neutrons increase the likelihood of deuterium, heavy water and deuterium compounds in hydrogen atoms exceeds 1:5000 in quantity and better than 5 parts per million boron equivalent and with a g/cc; "Equipment" means specially or or intended to be used for or utilisation nuclear or for or utilisation of Zephyr nuclear reactors, fuel plants, fuel enrichment plants, uranium & plutonium conversion plants, and associated intended to be used in such plants facilities; "Technology" means the specific information necessary for production or use of it in the public domain or of Basic scientific research. "Information" means any that is public domain in any form pursuant to such an Agreement is so deposited and hard copy or digital form by agreement between Parties that Agreement, but will cease to be information whenever the information or any third party legitimately releases it in Schedule - 11 (Application Fee: Rs. Application for authorization by a person in India to enter into an arrangement with a person in a cooperating country or a trading country as required under the GOI Resolution No. dated 1. Details of application fee submitted: 2. Particulars of the applicant: a). Name: b). Address: c). Citizenship: d). If company, address of registered office: e). Degree of control by any foreign person: f). Any other information necessary to fulfill requirements of this resolution: 3. Particulars of all interested persons (if there are more than one interested persons such as subsidiaries, contractors and sub-contractors, this information must be given for each such person and may be numbered as 3.1, 3.2, 3.3, etc. If any person acquires such interest at a future date, particulars thereof must be furnished to the Competent Authority within 30 days of acquisition of such interest): a). Name: b). Address: c). Citizenship: d). If company, registration number and address of registered office (attach a certified copy of the certificate of registration, memorandum & articles of association and audited balance sheet of immediately preceding financial year): e). Degree of control by any foreign person: f) Any other information necessary to fulfill requirements for authorization: 18 THE GAZETTE OF (add extra sheet, if required) 4. Particulars of all licences/authorizations EXTRAORDINARY issued to the Energy Act, 1962 till date (add extra sheet, if 5. A complete description of the proposed name and involved, name and address of the person with whom and a detailed description of the specific project to which deed of arrangement proposed to be entered must be : 6. Designation of any information considered proprietary would cause substantial harm to the competitive 7. An undertaking as per the format in the Annex by the on

• its subsidiaries, contractors and I—aoz 1] Undertaking The Department of Atomic Energy Government of India Mumbai We, (the name of the Recipient), -- into an arrangement (specify type of arrangement) ---
----- (Give details of the person with whom arrangement is envisaged), -----
----- (hereinafter referred to as the Supplier), and avail of the benefits under the agreement of cooperation (Give title of the .agreement of cooperation and the and / or pursuant to Country) assurances provided by the Government of India to (Give name of the country) ----- (Strike out whichever is not applicable) In connection with the above we hereby declare and undertake as follows — 19 Annex to application wish to enter with 1. 3. 4. 5. that we have read and understood the Agreement I assurances and shall abide by all its stipulations. that authorization hereby applied for, if •granted shall not relieve us of legal requirements as to specific approvals or licences that we may be required to obtain under various applicable statutes and rules and •regulations made thereunder. that we are aware that the authorization hereby applied for, if granted to us shall be non-transferable and non-assignable and we shall neither transfer nor assign the same to any person. that we neither have nor shall enter into any arrangement with the Supplier which violates the conditions of the Agreement / assurances. that we neither have entered nor shall enter into any arrangement which hinders or othetwise interferes with any other activities in India involving the use of nuclear material, non-nuclear material, equipment, components, information or technology produced, acquired or developed by- persons in India or the Government of India independent of the Agreement. OF INDIA : 6. that any nuclear material, non-nucbar m&rjal, technology received by us from the or iterns used for peaceful purspes and not be any device, for research on or development of any purpose. 7. that any nuclear mategial, non-nuclear or the Supplier or items derived therefrqm arw items technology received by us from the Supplbc. Shaw, only in facilities under IAEA safeguards. 8. that we have entered iiMo a Confi&näality enjoins on us and the Supplier not•to r*ansfer Information received frm the other Paw, n«transfet materials derived throtoh the use of such Cm fWenW&m—. indirectly, without prior written permissm of tte Government to any country, or person, except necessary confidential informatbn to. thoæ mini—e Government of India wherefrom the construction of plants or for tte components in India. 9. that we shall ensure physbal protection for nuclear material or any nuclear frm•t safeguards and such physical proXion, at a minimum, shaw comparable to the recomnwndations set forth in the Internaümai Agency document INFCIRC/225/Rev.4 (Corrected) oc document that has been agreed to by the Government India; Recipients handling nuclear material.) 10.that this undertaking shall be binding on our successors in inter*, subsidiaries, contractors and sub-contractors and successors in subsidiaries, contractors and sub-contractors and we shall keep te Authority informed about any additional such future subsidiÜiæ, sub-contractors. A. GITESH SHARMA sq. Printed by the Manager, Government of India. Press, Ring Road, Mayapuri, New Delhi-I t0064 and Published by the Controller of Publications, Delhi-11005K. 04 o