

PROVISIONS
for the Technical Data and Information Nondisclosure in the Framework
of Cooperation in the Field of Peaceful Use of Nuclear Energy
between the Department of Atomic Energy, Government of India
and State Atomic Energy Corporation ROSATOM (Russia)

The Joint Working Group of the Department of Atomic Energy of the Government of India and the State Atomic Energy Corporation ROSATOM (Russia) set up in accordance with Article 2 of Memorandum of Understanding between the Department of Atomic Energy of the Government of India and the State Atomic Energy Corporation ROSATOM, concerning broader scientific and technical cooperation in the field of peaceful uses of nuclear energy of December 21, 2010 (hereinafter referred to as "Memorandum") pursuant to the Agreement between the Government of Republic of India and the Government of Russian Federation on cooperation in the use of atomic energy for peaceful purposes of March 12, 2010. (hereinafter referred to as "Agreement"), worked out these Provisions on the terms of information transfer (hereinafter referred to as "Provisions"), between the Department of Atomic Energy, Government of India and the State Atomic Energy Corporation ROSATOM (Russia) (hereinafter referred to individually as "Party" and collectively as "Parties").

I. Definitions

In the context of these Provisions:

- (i) "Confidential Information" means any transferred information which is not in public domain, that is indicated and represented in hard copy or in electronic format by mutual consent of the Parties as being the subject of these Provisions, and that is no longer considered to be Confidential Information, as soon as the Party providing the information, or any other Third Party adds it to the publicly available information on a lawful ground.
- (ii) "User" means a person authorized by either Party to process and manage the Confidential Information.
- (iii) "Providing Party" means the Party that transfers the Confidential Information to the other Party.
- (iv) "Receiving Party" means the Party that receives the transferred Confidential Information.

II. Designation

In accordance with their respective national rules and laws, the Parties accept equivalent level of security classification and mark the Confidential Information as defined below

The Department of Atomic Energy,
Government of India
Confidential (Конфиденциально)

The State Atomic Energy
Corporation ROSATOM
Конфиденциально (Confidential)

In the framework of the present Provisions the Parties shall not exchange the materials which contain the state secrets.

III. Objective

The Parties intend to discuss and exchange the Confidential Information concerning the areas of scientific and technological cooperation in the field of peaceful use of atomic energy indicated in the "Memorandum"

IV. Principles

In accordance with their respective national laws, regulations and procedures, each Party shall be guided by the following principles

1. Information
 - (i) The Providing Party is responsible for classifying the information and marking the restrictive designation as per Clause II of the present Provisions.
 - (ii) Each Party, at the request of the other Party, may consider, to the extent feasible, may envisage exchange of the information about the regulations, norms, procedures related to Confidential Information protection and their practical application which are important for the implementation of these Provisions including any changes in this regard.
 - (iii) Each Party shall notify the other Party of any changes in classification of the Confidential Information transferred to the other Party.
 - (iv) Confidential Information should be recorded by the Providing Party in tangible form (in the form of a document, data files on an information-carrier for computers or any other such medium accepted by Parties) The tangible medium should be designated by the Providing Party by the restrictive marking with an indication of the full name of its owner, his location and other details, necessary to identify the medium, that together is a prerequisite and sufficient condition for the extension of terms of these Provisions to the information, recorded on such a medium.
 - (v) The Receiving Party should designate the copies and completed translations in the same way as original documents, and provide the same protection for them, including necessary marking according to their classification level.
 - (vi) The Receiving Party shall not downgrade or declassify the Confidential Information transferred without prior written authorization by the Providing Party.
 - (vii) Confidential Information jointly produced during activities conducted under these Provisions shall be classified through consultations between the Parties.

- (viii) Confidential Information communicated by the Providing Party to the Receiving Party in accordance with these Provisions will be and remain the sole property of the Providing Party.
- (ix) The Receiving Party shall not transfer Confidential Information received from the Providing Party to a third party state-natural or legal person, or an international organization, without prior written authorization by the Providing Party.
- (x) A record of the destruction of Confidential Information shall be kept in written form.
- (xi) Confidential Information exchanged between the Parties may not be used for any purposes other than those in these Provisions.

2. Persons.

- (i) Each Party shall distribute the Confidential Information received from the Providing Party within the organization only among the personnel whose official duties suggest the acquaintance with the Confidential Information for achieving the objectives of these Provisions, and only to the extent as necessary for achieving the said purpose. Each Party agrees that further, it shall ensure, as far as legally attainable, a possibility for its personnel with authorized access to the Confidential Information, conditions for keeping the information confidential, both during the employment term in the organization, and thereafter, to the extent and for the period of time as the Party itself is obliged to do. The said employees shall be notified on the existence and importance of these Provisions and on the confidential nature of the Confidential Information.
- (ii) Each Party shall inform the other Party of the changes affecting security clearances of the person(s) or organization designated by it.

3. Safe storage

Each Party shall ensure that the Users implementing these Provisions have put in place adequate measures and facilities to protect the Confidential Information, including the safe storage and Confidential Information physical security system.

V. Disclosure, Implementation and Instructions

- (i) Each Party shall inform their respective designated Users of their responsibilities under these Provisions.
- (ii) Each Party shall take steps as considered necessary to ensure that the Users designated by them under the Memorandum comply with all requirements of these Provisions. The Parties may consult each other in this regard, if necessary.

VI. Transfer of Confidential Information

- (i) Confidential Information shall be transferred from one Party to another through mutually agreed means.
- (ii) The Receiving Party shall, at the earliest, confirm to the Providing Party the receipt of such Confidential Information.
- (iii) The Providing Party shall transfer a carrier of Confidential Information labeled with corresponding security classification/indicator in a package precluding a view of the documents contained without violation of its integrity.
- (iv) No transfer of Confidential Information in electronic format by communication routes in common use and global information network Internet (via e-mail) is permissible.

VII. Returning the Information

Upon a written request of the Providing Party, any and all Confidential Information which was disclosed in material and oral form, as well as all copies thereof, are subject to, as chosen by the Providing Party, either to return thereto (except for the portion deleted by the Receiving Party before the receipt of such request, which can be confirmed by demonstration) or destroyed by the Receiving Party. In this situation the Receiving Party must confirm in writing, that all Confidential Information of the Providing Party had been destroyed.

VIII. Breach of Security

In the event of breach, diversion, non-authorized reproduction, disclosure or loss of Confidential Information transferred or in case of non-authorized access in any other form, the Receiving Party shall carry out an investigation and take appropriate measures, pursuant to its national normative legal acts of its State to limit the impact of the breach and prevent such cases in the future. The Receiving Party shall notify the Providing Party of the results of the investigation.

IX. Expenses

All expenses by the Parties in connection with the execution of these Provisions shall be borne by the concerned Parties.

X. Intellectual Property

- (i) The Parties understand and agree that, neither these Provisions, nor disclosure of any Confidential Information by the Providing Party to the Receiving Party shall be construed as granting the rights to the Receiving Party or any of its employees with regard to all or any part of disclosed Confidential Information including any results of intellectual activity containing such Confidential Information.

- (ii) Conditions for the use of intellectual property belonged to each Party before entry into force of the Agreement, as well as the use and disposal by the Parties of any results of intellectual activity jointly created by the Parties and all respective rights therewith would be governed by Article 5 of the Agreement.

XI. Remedy

The Receiving Party guarantees covering of losses to the Providing Party and exempt it from responsibility for any losses, damage, expenses or any responsibility occurred as a result of unauthorized use or disclosure of the Confidential Information by the Receiving Party or its Users.

XII. Assignment

Neither Party shall in any manner assign any other side as the successor transfer them its obligations under these Provisions without prior written approval by the other Party. This condition is not applicable to the assignment of these Provisions by the Party to any organization of the Party or the successor of the Party with an aim to transfer to such a successor all assets or technologies of the assigning Party pertaining to the Objective of the present Provisions.

XIII. Settlement of Disputes

Differences relating to the interpretation or the application of these Provisions shall be settled only through consultations between the Parties. During such period of consultations both Parties shall continue to comply with all of their obligations under these Provisions.

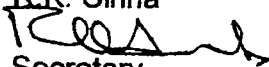
XIV. Entry into force, Amendments, Termination, other terms and conditions

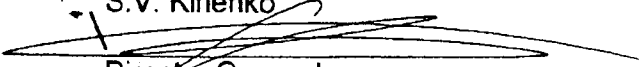
- (i) The present Provisions shall enter into force on the date of its signing.
- (ii) The present Provisions shall remain in force during five (5) years since the entry into force, if not extended or terminated earlier by written mutual consent of the Parties.
- (iii) The present Provisions may be amended at any time by mutual agreement in writing by the Parties. They may be terminated at any time prior to its prime or consequent period of validity of the present Provisions by mutual agreement or by either of the Parties by giving a prior notification of one year.
The liabilities of the Parties described above related to the Information confidentiality shall expire after seven (7) years since the last transfer of the Confidential Information.
- (iv) These Provisions are not an international agreement and do not create rights and obligations governed by the International law.

SIGNED at New Delhi on the 11th day of December 2014 in two originals, each in the Russian and English languages. In case of disputes in its interpretation the English text shall be used.

For the Department of Atomic Energy
of the Government of India

For the State Atomic Energy
Corporation ROSATOM

R.K. Sinha

Secretary
Department of Atomic Energy
Government of India

S.V. Kirienko

Director General
State Corporation "Rosatom"