

PROTOCOL

to the Agreement between the Government of the Islamic Republic of Iran and the Government of the Russian Federation on Cooperation in the Construction of a Nuclear Power Plant in the Territory of Iran of August 25, 1992

The Government of the Islamic Republic of Iran and the Government of the Russian Federation, hereinafter referred to as the Parties,

for the purpose of the implementation of the Agreement between the Government of the Islamic Republic of Iran and the Government of the Russian Federation on Cooperation in the Construction of a Nuclear Power Plant in the Territory of Iran signed on August 25, 1992 (hereinafter referred to as the Agreement),

Taking into account the successful progress of the first power unit of Bushehr nuclear power plant ,

Intending to develop the cooperation in the field of use of atomic energy for peaceful purposes in conformity with the national legislations of the Parties' States and their international obligations,

Considering the construction of additional nuclear power units practicable,

Have agreed on the following:

Article 1

1. The Parties shall cooperate in the construction of additional four nuclear power units each with the advanced WWER type reactors of 1000 MW or more at Bushehr nuclear power plant site on a "turn-key" basis with the possibility of construction of the facilities for seawater desalination using the energy of the Bushehr nuclear power plant, as well as four similar

nuclear power units at another site in the Islamic Republic of Iran, which shall be provided by Iranian Party.

2. The Parties shall ensure the maximum possible participation of enterprises and entities of the Islamic Republic of Iran in all works related to the construction of the additional nuclear power units at nuclear power plants sites, as well as in the commissioning, operation, modernization, operation life-time extension and decommissioning of nuclear power plants units.

3. The Russian Party shall ensure the training of the Iranian specialists in the field of nuclear power plants operation, maintenance and relevant technical support, as well as in the field of regulation of nuclear and radiation safety.

4. The Parties shall cooperate on the issues of regulation of nuclear and radiation safety at all stages of construction of nuclear power plants, including site selection, designing, equipment production, construction, installation, commissioning, putting into operation and operation of nuclear power plants.

Article 2

1. Cooperation envisaged by the Protocol shall be implemented by Iranian and Russian organizations authorized by the Atomic Energy Organization of Iran and the State Atomic Energy Corporation "Rosatom", Federal Environmental, Industrial and Nuclear Supervision Service (on the issues of regulation of nuclear and radiation safety) as the competent authorities of the Parties by concluding agreements (contracts), in which the scope of works, rights and obligations of the Parties to the agreements (contracts), financial and other terms of cooperation are defined in accordance with the national legislations of the Parties' States, the provisions of the Protocol and the Agreement.

2. The Parties shall notify each other without delay through diplomatic channels in case of the designation of another competent authority or a change of its title.

Article 3

1. The Russian organizations authorized by the competent authority of the Russian Party shall supply to the Islamic Republic of Iran the nuclear fuel in a form of manufactured complete fuel assemblies for the eight nuclear power plants nuclear power units to be constructed in accordance with the Protocol for the whole period of the nuclear power plants operation.

2. The Iranian Party shall ensure that the nuclear fuel supplied in accordance with paragraph 1 of this Article shall be used exclusively at Bushehr nuclear power plant, as well as at four nuclear power units at another site in the Islamic Republic of Iran, which shall be provided by Iranian Party in accordance with Paragraph 1 of Article 1 of this Protocol.

3. In accordance with Article 5 of the Agreement amended by the Protocol between the Government of the Islamic Republic of Iran and the Government of the Russian Federation on the Amendments to the Agreement between the Government of the Islamic Republic of Iran and the Government of the Russian Federation on the Cooperation in the Construction of a Nuclear Power Plant in the Territory of Iran of August 25, 1992 signed on February 27, 2005, the Iranian Party, in accordance with the legislation of the Islamic Republic of Iran, shall transfer and the Russian Party, in accordance with the legislation of the Russian Federation, shall receive the irradiated fuel assemblies (spent nuclear fuel) from the nuclear power plants after their technological storing process in the nuclear power plants storage facilities for the temporary technological storage and further reprocessing.

4. Particular terms of the nuclear fuel supply to the Islamic Republic of Iran, envisaged by paragraph 1 of this Article, as well as spent nuclear fuel return to the Russian Federation and its handling, envisaged by paragraph 3 of this Article, shall be defined by separate agreements between the Parties.

Article 4

1. The rights to intellectual property, including copyright, industrial property and the right to know-how belonging to either Party or organizations, before the Protocol enters into force, shall remain with the Party or its organizations.

2. The rights to intellectual property that have been created independently by either Party or its organizations during the implementation of the Protocol shall remain with the Party or its organizations.

3. Intellectual property, transferred by the Iranian organization authorized by the competent authority of the Iranian Party to the Russian organization authorized by the competent authority of the Russian Party, or the Iranian organization authorized by the competent authority of the Iranian Party to the Russian organization authorized by the competent authority of the Russian Party, and intellectual property jointly created during the implementation of the Protocol shall be used by either Party or its organizations exclusively for the purpose of the Protocol and shall not be transferred to a third party.

4. Exclusive rights for the results of intellectual activities, jointly created during the implementation of the Protocol, shall belong to the Parties.

Determination of terms and conditions for use and handling by the Parties of any results of intellectual activities jointly created by the Parties, and rights to them, shall be subject to a written agreement between the Parties. Until such agreements are reached, the results of intellectual activities jointly created by the Parties, shall be used exclusively for the purpose of the Protocol and neither Party shall have a right to make use of it or handling it independently.

5. Any information regarding joint research carried out under the Protocol may be transferred to a third Party exclusively by a written agreement between the Parties.

Article 5

1. Information to be transferred within the framework of the cooperation under the Protocol and regarded by the transferring Party as confidential shall be clearly defined as such.

The Party transferring such information shall mark such information in the Persian language as “محرمانه”, in the Russian language as "Для служебного пользования".

2. The Party receiving in accordance with paragraph 1 of this Article identified information shall protect it at a level equivalent to the level of protection applied by the transferring Party. Such information shall be treated in accordance with the instructions on its protection provided by the transferring Party. Such information shall not be disclosed or transferred to a third party without the written consent of the transferring Party.

The Parties shall limit the maximum number of individuals with access to information which the transferring Party regards as confidential.

In the Islamic Republic of Iran, such information shall be treated as official information of limited distribution. Such information shall be protected in accordance with the legislation of the Islamic Republic of Iran.

In the Russian Federation such information shall be treated as official information of limited distribution. Such information shall be protected in accordance with the legislation of the Russian Federation.

All information transferred under the Protocol shall be used exclusively in accordance with the Protocol.

Article 6

1. Export of nuclear materials, equipment, special non-nuclear material and respective technology under the Protocol shall be implemented in accordance with the obligations of the Parties arising from the Treaty on the Non-proliferation of

Nuclear Weapons of July 1, 1968 and other international treaties and agreements under multilateral mechanisms of export control to which the Islamic Republic of Iran or the Russian Federation are parties.

2. Nuclear material, equipment, special non-nuclear material and related technology, as well as nuclear material, equipment, special non-nuclear material and related technology produced thereof or as a result of their use, received by the Islamic Republic of Iran within the framework of the cooperation under the Protocol:

- shall not be used for the manufacture of nuclear weapons and other nuclear explosive devices or any other military purposes;

- shall be under the International Atomic Energy Agency safeguards in accordance with the Agreement between Islamic Republic of Iran and International Atomic Energy Agency for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons of June 19, 1973 during the entire period of their actual stay within the territory or under the jurisdiction of the Islamic Republic of Iran;

- shall be provided with physical protection measures at a level not lower than the levels recommended by the International Atomic Energy Agency document "Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities" (INFCIRC/225/REV.5).

3. Equipment and material of dual use and related technology used for nuclear purposes received from the Russian Federation within the framework of the cooperation under the Protocol and any reproduced copies thereof:

- shall be used only for declared purposes that are not connected with activities of manufacturing nuclear explosive devices;

- shall not be used to carry out any activities in the field of nuclear fuel cycle that are not subject to the International Atomic Energy Agency safeguards;

- shall not be copied, modified, re-exported or transferred to third parties without the written consent of the Russian Federation.

4. The Parties shall cooperate on the issues of export control of nuclear material, equipment, special non-nuclear material and related technology.

Article 7

1. The Iranian Party, at any time at all stages of the construction and operation of the nuclear power plants units to be constructed under this Protocol shall bear absolute liability for any nuclear damage as a result of a nuclear incident occurring at nuclear power plants (in Bushehr and other nuclear power plant units to be constructed under the Protocol), both within and outside the territory of the Islamic Republic of Iran, caused to any person and property.

2. The Iranian Party shall bear absolute liability for any nuclear damage both within and outside the territory of the Islamic Republic of Iran as a result of a nuclear incident occurring inside the territory of the Islamic Republic of Iran, caused to any person and property, during the transportation, handling or storage of fresh or spent nuclear fuel and any contaminated materials or any parts of nuclear power plants equipment.

3. Civil liability for nuclear damage due to nuclear incident occurring when handling and transporting the fresh nuclear fuel shall be transferred from the Iranian Party to the Russian Party only after the fresh nuclear fuel has been unloaded from the means of transport by which such fuel has arrived in the territory of the Islamic Republic of Iran in accordance with the terms and conditions stipulated in relevant contracts.

Civil liability for nuclear damage due to nuclear incident occurring when handling and transporting the spent nuclear fuel shall be the subject of a separate agreement between the Parties.

Article 8

To initiate the negotiations on development of a general contract on the construction of the first two of four nuclear power units at Bushehr nuclear power plant site envisaged in Article 1 of the Protocol, the Iranian organization authorized by the competent authority of the Iranian Party shall provide the Russian organization authorized by the competent authority of the Russian Party with the technical-commercial proposal and the draft of the general contract within six months after the decision made by the Iranian organization authorized by the competent authority of the Iranian Party on the preferable type of reactor.

Article 9

The Protocol shall enter into force on the date of the receipt, through diplomatic channels, of the last written notification once the Parties have completed their respective internal procedures required for its entry into force and shall be valid until the term of the Agreement expires.

The issues which are not specified in the Protocol shall be regulated by the Agreement.

Done at Moscow "11" November 2014 in duplicate each in the Persian, Russian and English languages, all texts being equally authentic.

In case of discrepancy or misinterpretation of this Protocol, the English text shall prevail.

**For the Government
of the Islamic Republic of Iran**

Ali A. Saefi

**For the Government
of the Russian Federation**

