

2. Persons under the jurisdiction of either Contracting Party may

(a) with the general or specific authorization of their Government, deal directly with or perform services for persons under the jurisdiction of the other Contracting Party as authorized by the latter, or the other Contracting Party or governmental enterprises of the latter, in matters within the scope of this Agreement;

(b) unless otherwise specified by the other Contracting Party at or before the time of transmission, acquire from their Government information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material.

3. Either Contracting Party may transfer to international organizations, or to third Governments, or to enterprises or individuals under the jurisdiction of third Governments,

(a) information, equipment (other than nuclear reactors), facilities and materials obtained pursuant to this Agreement, unless otherwise specified by the other Contracting Party;

(b) identified material after irradiation, for chemical processing or storage, subject however to the terms of a written authorization of the supplying Contracting Party.

4. Each Contracting Party shall be responsible towards the other for ensuring that the provisions of this Agreement are accepted and complied with by all of its governmental enterprises, and by all persons under its jurisdiction, to which authorization has been granted by or pursuant to this Agreement.

ARTICLE III

Any supply pursuant to this Agreement shall be subject to the provisions of this Agreement and, in particular, to the following conditions:

(a) information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material, shall not be transferred unless such transfer is authorized by or pursuant to the provisions of Article II of this Agreement;

(b) source material, special nuclear material and fuel shall not be supplied in quantities exceeding those actually needed for research and development purposes or for the efficient and continuous operation of specified nuclear reactors;

(c) source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to acquire any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed by the recipient Contracting Party for its own use and by persons under its jurisdiction for their own use;

(d) source material, special nuclear material and fuel obtained pursuant to this Agreement shall not be processed or altered in form or content after irradiation except as authorized in writing by the supplying Contracting Party, and processing and alteration so authorized shall be effected in facilities approved by the supplying Contracting Party;

(e) identified material shall be secured with precautions acceptable to the supplying Contracting Party.