

*"ARTICLE X—Security*

"The Parties agree that all classified information, material, equipment and devices, major critical components, and components subject to this Agreement will be protected in accordance with mutually agreed security measures."

## ARTICLE 12

The Agreement is amended by inserting the following new Article after Article X:

*"ARTICLE X BIS—Coverage of Agreement*

- "A. Designated nuclear technology, equipment and devices, major critical components, components and material transferred from the territory of one Party to the territory of the other Party, whether directly or through a third country or group of countries, and whether for end use in the territory of the other Party or for retransfer to the territory of the supplying Party or to that of a third country or group of countries, shall be subject to this Agreement if the Parties have exchanged notifications in writing prior to the transfer.
- "B. Source and special nuclear material that are produced through the use of source and special nuclear material subject to this Agreement shall also be subject to this Agreement.
- "C. Source and special nuclear material that are produced, processed or used by equipment and devices, major critical components or moderator material subject to this Agreement shall also be subject to this Agreement.
- "D. Moderator material that is produced through the use of equipment and devices or major critical components subject to this Agreement shall also be subject to this Agreement.
- "E. Equipment and devices or major critical components within the jurisdiction of the recipient Party which the recipient Party, or the supplier Party after consultations with the recipient Party, has designated as being designed, constructed or operated on the basis of or by the use of designated nuclear technology subject to this Agreement, and which the supplier Party has transferred to the recipient Party, shall be subject to this Agreement.
- "F. Major critical components within the jurisdiction of the recipient Party which the recipient Party, or the supplier Party after consultations with the recipient Party, has designated as a major critical component designed, constructed or operated on the basis of or by the use of designated nuclear technology derived from a major critical component of the same type subject to this Agreement, and which the supplier Party has transferred to the recipient Party, shall be subject to this Agreement.
- "G. Any facility within the jurisdiction of a recipient Party for (i) enrichment or reprocessing, or (ii) heavy water production shall be conclusively presumed to be subject to this Agreement if it is subject to paragraph A or B of Article I BIS and it is designed, constructed or operated on the basis of or by the use of designated nuclear technology or a major critical component of the same type as designated nuclear technology or a major critical