

## ARTICLE III

1. The co-operation contemplated by this Agreement shall be effected on terms and conditions to be agreed between the two Parties, and shall be in accordance with the laws, regulations, licensing requirements and policies in force from time to time in Canada and in the Republic of Korea.

2. Subject to paragraph 3 of this Article,

- (a) equipment, material, nuclear material and facilities referred to in paragraph 1 of Article V shall not be transferred beyond the jurisdiction of the Party within whose territory such an item is located without the prior consent of the other Party;
- (b) information obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the receiving Party without the prior written consent of the other Party; and
- (c) nuclear material referred to in paragraph 1 of Article V which is within the jurisdiction of either Party shall not be reprocessed or enriched without the prior written agreement of both Parties.

3. The controls established by paragraph 2 of this Article may be exercised only if both Parties have agreed in writing, prior to the relevant transfer, that that transfer shall give rise to the controls and rights provided for in that paragraph. The provisions of this Article shall not be used for the purpose of securing commercial advantage.

4. Each Party shall be responsible to the other Party for ensuring that the provisions of this Agreement are accepted and complied with by all its governmental enterprises, and by all persons under its jurisdiction.

## ARTICLE IV

The receiving Party shall take all measures necessary, commensurate with the assessed threat prevailing from time to time, to ensure the physical security of nuclear material referred to in paragraph 1 of Article V of this Agreement, and shall in all cases be guided by standards and recommendations established by the International Atomic Energy Agency regarding the protection of nuclear material.

## ARTICLE V

1. The two Parties declare and affirm that:

- (i) equipment, material, nuclear material and facilities supplied pursuant to this Agreement,
- (ii) equipment, material, nuclear material and facilities used, produced, developed, processed, reprocessed, enriched, fabricated or converted from, by, in or with equipment, material, nuclear material, facilities or information supplied or obtained pursuant to this Agreement,
- (iii) equipment and facilities which are located within the jurisdiction of a Party and which the other Party considers are making use of principles contained in information supplied or obtained from the other Party pursuant to this Agreement,