

- (i) Research and development;
  - (ii) Health and safety;
  - (iii) Equipment and facilities (including the supply of designs, drawings and specifications); and
  - (iv) Uses of equipment, facilities, materials, source material, special nuclear material and fuel;
- (b) The supply of equipment, facilities, materials, source material, special fissionable material and fuel;
  - (c) Transfer of patent rights;
  - (d) Access to and use of equipment and facilities;
  - (e) Cooperation specific to the various aspects of the nuclear fuel cycle;
  - (f) The rendering of technical assistance and services.

2. The cooperation envisaged in this Article may be accomplished through various means including reports, conferences and visits to facilities and shall be effected on terms and conditions to be agreed and in accordance with the laws, regulations and licensing requirements in force in Canada and in the Republic of the Philippines respectively.

3. Each 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.

4. The Parties shall endeavour to apply their non-proliferation policies to each other on the same basis as to any other state with whom they have nuclear cooperation.

5. A Party shall not use the provisions of the Nuclear Cooperation Agreement for the purpose of securing commercial advantage nor for the purpose of interfering with the commercial relations of the other Party.

## ARTICLE II

1. This Agreement shall apply to items referred to in Annex A to the present Agreement which the appropriate governmental authority of the supplying Party has specified prior to shipment is to be subject to this Agreement.

2. Items which are listed in Annex B to the present Agreement shall be deemed to have been transferred between the Parties after the entry into force of this Agreement, and shall be subject to all the provisions of this Agreement.