

- (5) Unless otherwise agreed by the Parties, information, other than technology, that is non-proprietary, arising from activities under this Agreement may be made public.
- (6) The Parties shall take all appropriate precautions in accordance with their respective laws and regulations to preserve the confidentiality of technology, of commercial and industrial secrets and of other confidential information received under the provisions of this Agreement.
- (7) The Parties may, if appropriate and subject to terms and conditions to be agreed upon, collaborate on safety and regulatory aspects of the production of nuclear energy including (a) exchange of information and (b) technical cooperation and training.
- (8) A Party shall not use the Provisions of this Agreement for the purpose of securing commercial advantage nor for the purpose of interfering with the commercial relations of the other Party.

### ARTICLE III

- (1) Unless otherwise agreed by the Parties, nuclear material, material, equipment, and technology (hereinafter referred to as *items*) shall be subject to the provisions of this Agreement when transferred between the Parties. Nuclear material, material, and equipment identified in Annex A to this Agreement are also *items* subject to the provisions of this Agreement.
- (2) *Items* subject to the provisions of this Agreement shall be transferred from the territory of either Party to this Agreement to a third party only with the mutual written consent of the Parties prior to the transfer.
- (3) Nuclear material subject to this Agreement shall be enriched to more than twenty (20) percent in the isotope U 235 or reprocessed only with the mutual written agreement of the Parties prior to enrichment or reprocessing. Such consent shall include the conditions under which the resultant uranium enriched above twenty (20) percent or plutonium may be stored and used.

### ARTICLE IV

- (1) The Parties agree that the *items* subject to the provisions of this Agreement shall not be used to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices.
- (2) With respect to nuclear material, the commitment contained in paragraph 1 of this Article shall be verified pursuant to the agreement between each Party and the International Atomic Energy Agency for the application of safeguards under a Non-Proliferation Treaty Safeguards Agreement. However, if for any reason or at any time the International Atomic Energy Agency is not administering such safeguards within the territory of a Party, that Party shall forthwith enter into an Agreement with the other Party for the establishment of a Safeguards System that conforms with the principles and procedures of the Agency's Safeguards System and provides for the application of safeguards to all *items* subject to this Agreement.