

shall not be regarded as peaceful use for the purpose of co-operation contemplated under this Agreement.

3. The co-operation in this Article shall be effected on terms and conditions to be agreed and in accordance with the laws, regulations, licensing requirements and export policy in force from time to time in Canada and in Iran.

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 its governmental enterprises, and by all persons under its jurisdiction to which authorization has been granted by or pursuant to this Agreement.

ARTICLE II

1. The Contracting Parties shall, to such extent as is practicable, assist each other on matters within the scope of this Agreement. They shall encourage and facilitate co-operation between their governmental enterprises and persons under their jurisdiction, on matters within the scope of this Agreement.

2. Governmental enterprises and persons under the jurisdiction of either Contracting Party may with the general or specific authorization of their government if required, deal directly with and perform or receive services for or from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction on matters within the scope of This Agreement.

ARTICLE III

1. Either Contracting Party, its governmental enterprises or persons under its jurisdiction may supply to or receive from the other Contracting Party or governmental enterprises or persons under the jurisdiction of the other Contracting Party, information on matters within the scope of this Agreement subject to the terms of this Agreement and to the following conditions:

(a) subject to clauses 1(b) and 1(c) of this Article, information obtained pursuant to this Agreement may be transferred to a third party, unless otherwise specified at or before the time of supply;

(b) the supply of information regarded by the owner as being of commercial value and the transfer of proprietary or patent rights shall only be made under terms and conditions specified by the owner;

(c) the supply of information and the transfer of proprietary or patent rights received from a third party under terms prohibiting such supply or transfer shall be excluded from this Agreement.

2. Unless otherwise specified at the time of transmission, nothing in this Agreement shall be interpreted as imposing any responsibility with regard to