

- (b) (i) equipment (other than nuclear reactors) and materials obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party, if so specified by the supplying Contracting Party at or before the time of initial supply;
- (ii) identified material and nuclear reactors obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party without the prior written consent of the supplying Contracting Party;
- (c) source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to purchase for use for peaceful purposes only any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed for the use of the recipient Contracting Party its governmental enterprises or persons under its jurisdiction;
- (d) source material, special nuclear material and fuel obtained pursuant to this Agreement shall not be processed or altered in form or content after irradiation except as authorized in writing by the supplying Contracting Party, and processing and alteration so authorized shall be effected in facilities acceptable to the supplying Contracting Party;
- (e) representatives of the Contracting Parties shall consult with each other on the matter of precautions with which identified material is to be secured;
- (f) the recipient Contracting Party shall indemnify and hold harmless the supplying Contracting Party and its governmental enterprises against any and all liability (including third party liability) from any cause arising out of the production or fabrication, the supply, the ownership, the lease or the possession or use of materials and identified material supplied pursuant to this Agreement, after delivery to the recipient Contracting Party or to any individual or private or state organization authorized by the recipient Contracting Party.

3. Unless otherwise specified at the time of transmission nothing in this Agreement shall be interpreted as imposing any responsibility with regard to the accuracy of any information supplied pursuant to this Agreement, or with regard to the suitability for any particular use or to the accuracy of specifications of equipment, facilities, materials, source material, special nuclear material or fuel supplied pursuant to this Agreement.

ARTICLE V

1. Until the Contracting Parties have concluded an agreement with the International Atomic Energy Agency transferring to the Agency the administration of the safeguards called for by the present Agreement, each supplying Contracting Party shall be permitted to assure itself that the provisions of this Agreement are complied with and, in particular, that identified material is being used for peaceful purposes only, and to that end the supplying Contracting Party shall have the right to:

- (a) examine the design of equipment (including nuclear reactors) or facilities in which identified material is to be used or stored, with a view to