

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 or material, nuclear material, equipment and facilities supplied pursuant to this Agreement.

ARTICLE IV

1. Governmental enterprises and persons under the jurisdiction of either Contracting Party may with the general or specific authorization of their Government as may be required supply to or receive from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction for peaceful purposes only material, nuclear material, equipment and facilities on commercial terms or as otherwise agreed.

2. Any such supply pursuant to this Agreement shall be subject to the terms of this Agreement and to the following conditions:

- (a) (i) equipment and material obtained pursuant to this Agreement may be transferred beyond the jurisdiction of the recipient Contracting Party unless the supplying Contracting Party specifies to the contrary at or before the time of supply;
- (ii) nuclear material and facilities obtained pursuant to this Agreement and special nuclear material produced in or by the use of supplied material, nuclear material, equipment and facilities shall not be transferred beyond the jurisdiction of the recipient Contracting Party without the written consent of the supplying Contracting Party;
- (b) nuclear material obtained pursuant to this Agreement and special nuclear material produced in or by the use of supplied material, nuclear material, equipment and facilities shall not be reprocessed in a facility for the chemical reprocessing of nuclear material after irradiation except as authorized in writing by the supplying Contracting Party;
- (c) representatives of the Contracting Parties shall consult with each other on the precautions with which nuclear material obtained under this Agreement and special nuclear material produced in or by the use of such nuclear material are to be secured;
- (d) subject to any applicable warranties contractually undertaken in any agreement entered into pursuant to this Agreement, the recipient Contracting Party shall indemnify and hold harmless the supplying Contracting Party, its governmental enterprises and persons under its jurisdiction 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 material, nuclear material, equipment and facilities supplied pursuant to this Agreement after delivery to the recipient Contracting Party or its governmental enterprises or persons under its jurisdiction.