

(3) Subject to the terms of this Agreement, governmental enterprises and persons under the jurisdiction of either Party may provide governmental enterprises or persons under the jurisdiction of the other Party with technical training in the application of nuclear energy for peaceful uses on commercial or other terms as may be agreed by the governmental enterprises or persons concerned.

(4) The Parties, subject to their respective laws and regulations, will make efforts to facilitate exchanges of experts, technicians and specialists related to activities under this Agreement.

(5) 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.

(6) 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.

(7) A Party shall not use the provisions of this Agreement for the purpose of securing commercial advantage or for the purpose of interfering with the commercial relations of the other Party.

#### ARTICLE IV

(1) Nuclear material, material, equipment and technology (hereinafter referred to as "items") referred to in Annex A shall be subject to this Agreement unless otherwise agreed by the Parties.

(2) The appropriate governmental authorities of both Parties shall establish notification and other administrative procedures for the implementation of the provisions of this Article.

#### ARTICLE V

(1) Items subject to 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. Arrangements to facilitate the implementation of this provision shall, as soon as practicable, be established by agreement between the Parties.

(2) 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. Arrangements to facilitate the implementation of this provision shall, as soon as practicable, be established by agreement between the Parties.