

between each Party and the International Atomic Energy Agency, in connection with the NPT. 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 such safeguards or of a safeguards system that conforms to the principles and procedures of the Agency's Safeguards System and provides for the application of safeguards to all items subject to this Agreement.

ARTICLE VIII

(1) Nuclear material shall remain subject to this Agreement until:

- (a) it is determined that it is no longer either usable or practicably recoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of safeguards referred to in Article VII of this Agreement. Both Parties shall accept a determination made by the International Atomic Energy Agency in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement to which the Agency is a party;
- (b) it has been transferred from the jurisdiction of the recipient Party in accordance with the provisions of Article V of this Agreement; or
- (c) otherwise decided between the Parties.

(2) Material and equipment shall remain subject to this Agreement until:

- (a) transferred from the jurisdiction of the recipient Party in accordance with the provisions of Article V of this Agreement; or
- (b) otherwise decided between the Parties.

(3) Technology shall remain subject to this Agreement until otherwise decided between the Parties.

ARTICLE IX

(1) Each Party shall take all measures necessary, commensurate with the assessed threat prevailing from time to time, to ensure the physical protection of nuclear material subject to this Agreement and shall, as a minimum, apply levels of physical protection as set out in Annex E to this Agreement.