

5. If any nuclear material referred to in paragraph 1 of this Article is found to be furthering a non-peaceful purpose as set out in paragraph 1 of this Article, the supplying Party shall have the right to call upon the other Party to take corrective steps, and, if such steps are not taken within a reasonable time, the supplying Party shall have the right:

- (a) to require the cessation of use and the immediate return to the supplying Party of any or all:
 - (i) equipment, material, nuclear material, facilities and information supplied or obtained pursuant to this Agreement,
 - (ii) material and nuclear material used, produced, processed, reprocessed, enriched, fabricated or converted from, by, in or with any of the foregoing, and
 - (iii) subsequent generations of material and nuclear material used, produced, processed, reprocessed, enriched, fabricated or converted from, by, in or with the use of any of the above-mentioned material or nuclear material which are under the control or within the jurisdiction of the other Party;
- (b) to notify the International Atomic Energy Agency of the action it has taken, and
- (c) to disclose publicly its action under subparagraphs (a) and (b) of this paragraph.

ARTICLE VI

Notwithstanding Article V, if both Parties agree, safeguards may be terminated with respect to material or nuclear material which is to be used in non-nuclear activities.

ARTICLE VII

The Parties shall consult annually or at any other time at the request of either Party to ensure the effective implementation of this Agreement. To this end, each Party shall, *inter alia*, provide the other Party with such reports and access to such other data as the other Party may consider appropriate in order to satisfy the other Party that items referred to in this Agreement are being used and disposed of in accordance with the provisions of this Agreement.

ARTICLE VIII

For the purpose of this Agreement:

- (a) "Equipment" means any item listed in Appendix A to this Agreement;
- (b) "Facility" means any plant, building or structure using, incorporating or containing equipment or material as defined in paragraphs (a) and (c) of this Article, respectively;
- (c) "Material" means any item listed in Appendix B to this Agreement;
- (d) "Nuclear material" means any source material or any special fissionable material as these terms are defined in Article XX of the Statute