

16. The conditions for exemption, suspension or termination of the provisions of this Agreement with respect to nuclear material not covered by Section 15, or by paragraphs 3 and 4 of the Exchange of Letters of 16 December 1966, shall be decided by mutual agreement among the Parties.

17. The Agency shall not publish or communicate to any State, organization or person any information obtained by it under this Agreement except with the consent of the Government of the State to which the information relates; provided, however, that specific information relating to implementation of its responsibilities in a State may be given to the Board and to such Agency staff members as require such knowledge by reason of their official duties in connection with this Agreement, but only to the extent necessary for the Agency to fulfil its responsibilities.

18. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If such Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking under Section 3 for such time as the Board determines; and
- (b) The Board may take any measures provided for in Article XII.C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this Section.

19. Personnel designated by the Agency in accordance with paragraphs 1 to 3 of the Inspectors Document to perform functions under this Agreement shall be governed by paragraph 8 of the Exchange of Letters of 16 December 1966.

20. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall apply to the Agency, its inspectors, and its property used by them in performing their functions pursuant to this Agreement.

21. Agency inspectors, in locations where this is necessary, shall be provided, on request and for reasonable compensation if agreed on, with appropriate equipment for carrying out inspections and with suitable accommodation and transport.

22. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

23. Canada and India shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under their respective jurisdictions shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Canada and India respectively.