

## ARTICLE V

1. The co-operation between the Contracting Parties excludes the supply of information, material, nuclear material, equipment and facilities considered by a Contracting Party as primarily of military significance.

2. The Contracting Parties declare and affirm that any material, nuclear material, equipment and facilities supplied pursuant to this Agreement and any special nuclear materials produced therefrom or thereby shall be used for peaceful purposes only and shall be subject to International Atomic Energy Agency safeguards in accordance with the Agency's Statute and as specified in the documents, which may be issued by the Agency from time to time, setting out the required procedures authorized by the Agency, or as required under the NPT.

3. The Contracting Parties hereby agree to enter into an agreement with the Agency for the application of safeguards required pursuant to this Agreement and to co-operate fully with the Agency and with each other in the application of such safeguards.

4. If for any reason the International Atomic Energy Agency is not able to implement its safeguard procedures in respect of any material, nuclear material, equipment and facilities supplied pursuant to this Agreement and any special nuclear material produced therefrom or thereby the Contracting Parties agree that a bilateral safeguards system shall apply as comprehensive as that of the Agency's safeguards system then in effect and that the supplying Contracting Party shall have the same safeguard rights as those of the Agency in its safeguards system.

5. If it has been determined that nuclear material supplied pursuant to this Agreement or special nuclear material produced in or by the use of material, nuclear material, equipment and facilities supplied pursuant to this Agreement is furthering a military purpose or is being used for the development or manufacture of any nuclear explosive device, the supplying Contracting Party shall have the right to call upon the other Contracting Party to take corrective steps and, in case such steps are not taken within a reasonable time, shall have the rights (a) to suspend or cancel scheduled delivery of material, nuclear material, equipment and facilities, (b) to require the return of all material, nuclear material, equipment and facilities supplied pursuant to this Agreement and special nuclear material produced therefrom or thereby under the control or within the jurisdiction of the other Contracting Party, and (c) to notify the International Atomic Energy Agency of the action it has taken.

## ARTICLE VI

For the purpose of this Agreement, except as otherwise specified therein,

- (a) "Equipment" means any apparatus, device or machine of particular utility in research, development, use, processing or storage relating to atomic energy activities, including components of nuclear reactors;