

- (ii) That during the period of non-application of safeguards the nuclear material will not be used for the production of nuclear weapons or other nuclear explosive devices;
- (b) The Government of Canada and the Agency shall make an arrangement so that, only while the nuclear material is in such an activity, the safeguards provided for in this Agreement will not be applied. The arrangement shall identify, to the extent possible, the period or circumstances during which safeguards will not be applied. In any event, the safeguards provided for in this Agreement shall apply again as soon as the nuclear material is reintroduced into a peaceful nuclear activity. The Agency shall be kept informed of the total quantity and composition of such unsafeguarded material in Canada and of any export of such material; and
- (c) Each arrangement shall be made in agreement with the Agency. Such agreement shall be given as promptly as possible and shall relate only to such matters as, inter alia, temporal and procedural provisions and reporting arrangements, and shall not involve any approval or classified knowledge of the military activity or relate to the use of the nuclear material therein.

FINANCE

ARTICLE 15

The Government of Canada and the Agency shall bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, if the Government of Canada or persons under its jurisdiction incur extraordinary expenses as a result of a specific request by the Agency, the Agency shall reimburse such expenses provided that it has agreed in advance to do so. In any case the Agency shall bear the cost of any additional measuring or sampling which inspectors may request.

THIRD PARTY LIABILITY FOR NUCLEAR DAMAGE

ARTICLE 16

The Government of Canada shall ensure that any protection against third party liability in respect of nuclear damage, including any insurance or other financial security, which may be available under Canadian laws or regulations shall apply to the Agency and its officials for the purpose of the implementation of this Agreement, in the same way as that protection applies to nationals of Canada.

INTERNATIONAL RESPONSIBILITY

ARTICLE 17

Any claim by the Government of Canada against the Agency or by the Agency against the Government of Canada in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.