

- (iv) material and nuclear material used, produced, processed, reprocessed, enriched, fabricated or converted from, by, in or with any of the above-mentioned equipment or facilities, and
- (v) all 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 shall be used for peaceful purposes only, and, in particular, shall not be used for the development, manufacture, or acquisition or detonation of nuclear weapons or other nuclear explosive devices. To verify compliance with this undertaking, equipment, material, nuclear material and facilities referred to in this paragraph shall be subject to International Atomic Energy Agency safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons or to the International Atomic Energy Agency's Safeguards Systems. In the latter case, no substitution may be made for equipment, material, nuclear material or a facility which is required to be subject to safeguards pursuant to this paragraph without the prior written consent of the supplying Party. Furthermore, regardless of which of the two safeguards systems is applied, the receiving Party shall inform the Agency of any thefts or other abnormal losses of equipment, material, nuclear material, facilities or information referred to in this paragraph.

2. The two Parties agree to enter into agreements, unilaterally or bilaterally, with the International Atomic Energy Agency for the application of safeguards required by paragraph 1 of this Article, and to co-operate fully with the Agency and with each other in the application of such safeguards. Furthermore, the Parties agree jointly to request the International Atomic Energy Agency to apply any such agreements between the International Atomic Energy Agency and a Party in accordance with the terms of this Agreement, and to provide both Parties with such reports and other documentation regarding items referred to in this Agreement, as either Party may consider appropriate.

3. In order to facilitate the application of safeguards required by this Article, the Parties shall notify the International Atomic Energy Agency and each other of the shipment and receipt of equipment, material, nuclear material, facilities and information transferred between Canada and the Republic of Korea pursuant to this Agreement. The receiving Party shall inform, and the supplying Party may inform, the International Atomic Energy Agency and the other Party of any equipment, material, nuclear material or facility which is produced or developed from, by, in or with the use of information supplied or obtained pursuant to this Agreement or which is required to be subject to safeguards under subparagraph (iii) of paragraph 1 of this Article.

4. If for any reason or at any time the International Atomic Energy Agency is not administering the safeguards required by paragraph 1 of this Article in a Party, the other Party shall be entitled immediately to apply such safeguards and for this purpose the other Party shall be entitled to and shall enjoy all the rights which would be conferred on the International Atomic Energy Agency under the International Atomic Energy Agency's Safeguards System.