(ii) nuclear material derived by one or more processes from the use of special non-nuclear material or equipment transferred pursuant to this Agreement or

(iii) nuclear material which the Parties agree as derived from the use of technology transferred pursuant to this Agreement;

(k) The term "unclassified information" means information not classified as restricted, confidential, secret or top secret by either of the Parties.

ARTICLE 2

1. Cooperation under this Agreement for the promotion and development of the peaceful non-explosive uses of nuclear energy in the two states may be undertaken in the following ways:

(a) exchange of experts;

(b) exchange of unclassified information, including information relating to nuclear safety, on such terms as may be agreed between the Parties, between persons under their respective jurisdictions, or between either Party and persons under the jurisdiction of the other Party;

(c) supply from a Party or persons under its jurisdiction authorized by it to the other Party or persons under its jurisdiction authorized by it, of nuclear material, special non-nuclear material, equipment and technology on such terms as may be agreed between the supplier and the recipient;

(d) provision of services by a Party or persons under its jurisdiction authorized by it and receipt of services by the other Party or persons under its jurisdiction authorized by it, on matters within the scope of this Agreement on such terms as may be agreed between the supplier and the recipient; and

(e) other ways as may be agreed by the Parties.

2. Cooperation as specified in paragraph 1 of this Article may be undertaken in the following areas:

(a) exploration and exploitation of uranium resources;

(b) design, construction and operation of light water reactors and high temperature gas-cooled reactors;

(c) safety of light water reactors and high temperature gas-cooled reactors;

(d) radioactive waste processing and disposal;

(e) radiation protection and environmental monitoring;

(f) study on and application of radio-isotopes and radiation; and

(g) other areas as may be agreed by the Parties.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, technology for and equipment for uranium enrichment, spent nuclear fuel reprocessing, conversion of plutonium and production of special non-nuclear material and plutonium shall not be transferred under this Agreement.

ARTICLE 3

Cooperation between the Parties as specified in Article 2 of this Agreement shall be subject to the provisions of this Agreement, laws and regulations in force in their respective states and shall require, in the case of cooperation envisaged in sub-paragraph (c) of paragraph 1 of the said Article, acceptance of the application of safeguards by the Agency:

(a) with respect to all nuclear material in all nuclear activities within Japan, when the recipient is the Government of Japan or persons under its jurisdiction authorized by it. Implementation of the Safeguards Agreement for Japan shall be considered as fulfilling this requirement; and