ARTICLE 9

1. Nuclear material, special non-nuclear material, equipment and technology transferred between the two states, whether directly or through a third state, shall become subject to this Agreement upon their entry into the jurisdiction of the receiving Party, only if the supplying Party has notified the receiving Party in writing and in advance of the intended transfer. Prior to the notified transfer of such nuclear material, special non-nuclear material, equipment or technology, the supplying Party shall obtain from the receiving Party a written confirmation that the transferred nuclear material, special non-nuclear material, equipment or technology will be held subject to this Agreement and that the proposed recipient, if other than the receiving Party, will be a person under the jurisdiction of the receiving Party authorized by it.

2. Nuclear material, special non-nuclear material, equipment and technology subject to this Agreement shall no longer be subject to this Agreement if:

(a) such nuclear material, special non-nuclear material, or equipment has been transferred beyond the jurisdiction of the receiving Party in accordance with the relevant provisions of this Agreement;

(b) the Parties agree that such nuclear material, special non-nuclear material, equipment or technology shall no longer be subject to this Agreement; or

(c) in the case of nuclear material, the Agency determines, in accordance with the provisions for the termination of safeguards in the relevant agreement referred to in Article 3 of this Agreement, that the nuclear material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practicably irrecoverable.

ARTICLE 10

On the entry into force of this Agreement, the previous Agreement shall terminate between the Parties.

ARTICLE 11

1. The Parties shall, at the request of either of them, consult with each other, if any question arises concerning the interpretation or application of this Agreement.

2. If any dispute arising out of the interpretation or application of this Agreement is not settled by negotiation, mediation, conciliation or other similar procedure, such dispute shall, at the request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators appointed in accordance with the provisions of this paragraph. Each Party shall designate one arbitrator who may be a national of its state and the two arbitrators so designated shall elect a third, a national of a third state, which is a non-nuclear-weapon State Party to the Non-Proliferation Treaty, who shall be the Chairman. If, within thirty days of the request for arbitration, either Party has not designated an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected, provided that the third arbitrator so appointed shall not be a national of the state of either Party. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of a majority of the members of the tribunal. The arbitral procedure shall be fixed by decisions of the tribunal. The decisions of the tribunal shall be binding on the Parties.

ARTICLE 12

1. If the Republic of Kazakhstan or Japan at any time following entry into force of this Agreement:

(a) acts in violation of the provisions of Article 4, 5, 6, 7 or 8 of this Agreement, or the decisions of the arbitral tribunal referred to in Article 11 of this Agreement; or

(b) terminates or materially violates its Safeguards Agreement with the Agency referred to in Article 3 of this Agreement,

the Government of Japan or the Government of the Republic of Kazakhstan respectively shall have the right to cease further cooperation under this Agreement in whole or in part, or to terminate this Agreement and to require the return of any nuclear material, special non-nuclear material and equipment transferred pursuant to this Agreement.