Article 10

Nuclear material, material, equipment and technology transferred between Japan and the Russian Federation, whether directly or through a third State, shall become subject to this Agreement upon their entry into the jurisdiction of the State 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, material, equipment or technology, the supplying Party shall obtain from the receiving Party a written confirmation that the transferred nuclear material, material, equipment or technology will be held subject to this Agreement and that the proposed recipient, if other than the receiving Party, will be an authorized person of the receiving Party.

Article 11

1. Neither Party shall use the provisions of this Agreement for the purpose of seeking commercial or industrial advantages, or for the purpose of interfering with the commercial or industrial interests of the other Party or its authorized persons, or for the purpose of hindering the development of the peaceful uses of nuclear energy.

2. Nuclear material subject to this Agreement may be handled based on the principles of fungibility and proportionality when it is used in mixing processes where it loses its identity, or is deemed to lose it, in the process of conversion, fuel fabrication, enrichment or reprocessing.

Article 12

Nuclear material, material, equipment and technology subject to this Agreement shall no longer be subject to this Agreement if:

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

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

(3) in the case of nuclear material, the International Atomic Energy Agency determines, in accordance with the provisions for the termination of safeguards in the relevant agreements 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 13

Information bearing a security classification placed by the Government of Japan or information classified as State Secret by the legislation of the Russian Federation shall not be exchanged under this Agreement.

Article 14

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, 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 Japan or of the Russian Federation. 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.