ARTICLE 9

1. Nuclear material, 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 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 authorised person of the receiving Party.

2. Nuclear material, material, equipment and technology transferred pursuant to this Agreement, equipment based on technology and nuclear material recovered or produced as a by-product shall no longer be subject to this Agreement if:

(a) 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;

(b) the Parties jointly determine that such nuclear material, 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 4 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

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

2. For the effective implementation of this Agreement, the Parties shall exchange annually the then current inventories of nuclear material, material, equipment and technology transferred pursuant to this Agreement and equipment based on technology and nuclear material recovered or produced as a by-product based upon the national system of accounting for and control of nuclear material.

3. Nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product may be handled based on the principles of fungibility and proportionality when they are used in mixing processes where they lose their identity, or are deemed to lose it, in the process of conversion, fuel fabrication, enrichment or reprocessing.

ARTICLE 11

The Parties shall ensure the adequate and effective protection of intellectual property and technology created or transferred pursuant to the co-operation under this Agreement in accordance with the relevant international agreements to which Japan and the Republic of Turkey are parties and the laws and regulations in force in the respective States.

ARTICLE 12

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 consultations, 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 following provisions:

(a) Each Party shall designate one arbitrator who may be a national of its State and the two arbitrators so designated shall designate by mutual agreement a third arbitrator, a national of a third State, who shall be the Chairman;