(b) design, construction and operation of light water reactors;

(c) safety of light water 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 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 and the 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 its authorized persons. Implementation of the Safeguards Agreement for Japan shall be considered as fulfilling this requirement; and

(b) with respect to all nuclear material in all nuclear activities within the United Arab Emirates, when the recipient is the Government of the United Arab Emirates or its authorized persons. Implementation of the Safeguards Agreement for the United Arab Emirates shall be considered as fulfilling this requirement.

ARTICLE 4

1. Cooperation under this Agreement shall be carried out only for peaceful and non-explosive purposes.

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 not be used other than for peaceful purposes; nor shall they be used for any nuclear explosive device, for research on or for development of any such device.

ARTICLE 5

1. To ensure the fulfillment of the obligations arising under Article 4 of this Agreement, nuclear material transferred between the two States, whether directly or through a third State, pursuant to this Agreement and nuclear material recovered or produced as a by-product:

(a) while within Japan, shall be subject to the Safeguards Agreement for Japan; and

(b) while within the United Arab Emirates, shall be subject to the Safeguards Agreement for the United Arab Emirates.

2. In the event that for any reason the Agency does not apply safeguards as required by paragraph 1 of this Article, the Parties shall, in view of the vital importance for nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product to remain permanently subject to safeguards, forthwith consult to take rectifying measures and, in the absence of such rectifying measures, shall immediately enter into arrangements which conform to safeguards principles and procedures of the Agency and provide effectiveness and coverage equivalent to that intended to be provided by the safeguards of the Agency specified in paragraph 1 of this Article.

ARTICLE 6

1. In implementing the provisions of this Agreement, Japan and the United Arab Emirates shall act in conformity with the provisions of the Convention on Early Notification of a Nuclear Accident, adopted on September 26, 1986, the Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency, adopted on September 26, 1986, the Convention on Nuclear Safety, adopted on June 17, 1994 and the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management, done on September 5, 1997.