2. In respect of facilities in which nuclear material, material, equipment or technology subject to this Agreement is located or used, the Parties may make mutually satisfactory arrangements for the implementation of measures to ensure the safety of such facilities.

ARTICLE 7

1. In respect of nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product, the Parties shall apply measures of physical protection according to their respective criteria which bring about, as a minimum, protection at levels set out in Annex B to this Agreement.

2. In respect of international transport of nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product, Japan and the United Arab Emirates shall act in conformity with the provisions of the Convention on the Physical Protection of Nuclear Material, opened for signature on March 3, 1980.

3. Japan and the United Arab Emirates shall respectively take appropriate measures in accordance with the provisions of the International Convention for the Suppression of Acts of Nuclear Terrorism, opened for signature on September 14, 2005.

ARTICLE 8

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 transferred or retransferred beyond the jurisdiction of the State of the receiving Party, except into the jurisdiction of the State of the supplying Party, unless the prior written consent of the supplying Party is obtained.

ARTICLE 9

Nuclear material transferred pursuant to this Agreement and nuclear material recovered or produced as a by-product shall not be enriched or reprocessed within the jurisdiction of the United Arab Emirates.

ARTICLE 10

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 authorized person of the receiving Party.

2. Nuclear material, material, equipment and technology subject to this Agreement 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 agree 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 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 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.