4. Following the cessation of cooperation under this Agreement, either Party shall have the right to require the return by the other Party of any nuclear material, non-nuclear material or equipment transferred pursuant to this Agreement and any special fissionable material recovered or produced as a by-product. A written notice by a Party that is invoking the right to require the return shall be delivered to the other Party on or before the date of termination of this Agreement. The notice shall contain a statement of the items of which the Party is requiring the return. Except as provided in provisions of paragraph 3 of Article 17 of this Agreement, all other legal obligations pertaining to this Agreement shall cease to apply with respect to the nuclear material, non-nuclear material, equipment and technology subject to this Agreement remaining on the territory of either Party upon termination of this Agreement.

5. The two Parties recognise that exercising the right to require the return pursuant to paragraph 4 of this Article would have profound implications for the relationship between the Parties. If either Party seeks to exercise such right, it shall, prior to the removal from the territory or from the control of the other Party of any nuclear material, non-nuclear material or equipment transferred pursuant to this Agreement and any special fissionable material recovered or produced as a by-product specified in paragraph 4 of this Article, undertake consultations with the other Party. Such consultations shall give special consideration to the importance of uninterrupted operation of nuclear reactors of the Party concerned with respect to the availability of nuclear energy for peaceful purposes as a means of achieving energy security. Both Parties shall take into account the potential negative consequences of termination of this Agreement on the on-going contracts and projects initiated under this Agreement of significance for the respective nuclear programmes of either Party.

6. If either Party exercises its right to require the return pursuant to paragraph 4 of this Article, it shall, prior to the removal of the items to be returned from the territory or from the control of the other Party, compensate promptly that Party for the fair market value thereof and for the costs incurred because of such removal. The Parties shall agree on methods and arrangements for such return, the relevant quantity of the items to be so returned, and the amount of compensation that would have to be paid by the Party exercising the right to require the return.

7. Prior to the return of nuclear material, non-nuclear material or equipment transferred pursuant to this Agreement or any special fissionable material recovered or produced as by-product, the Parties shall satisfy themselves that full safety, radiological and physical protection measures have been ensured in accordance with the laws and regulations in force in their respective States and that the transfers pose no unreasonable risk to either Party, countries through which the items to be returned may transit and to the global environment and are in accordance with existing international regulations.

8. The Party exercising the right to require the return pursuant to paragraph 4 of this Article shall ensure that the timing, methods and arrangements for the return are in accordance with paragraphs 5, 6 and 7 of this Article. In this regard, the consultations between the Parties shall take into account the commitments and understandings that the Republic of India has with other civil nuclear cooperation partners with regard to reliable supply of fuel to the Republic of India.

9. The reprocessing pursuant to Article 11 of this Agreement shall be subject to suspension by either Party in exceptional circumstances limited to either Party's determination that continuance of reprocessing of nuclear material subject to this Agreement at a facility referred to in Annex B to this Agreement would result in a serious threat to that Party's national security or in case there is a serious threat to the physical protection at the facility. Any decision to seek suspension following consultations between the Parties aimed at reaching mutually acceptable resolution of outstanding issues shall be applied to the relevant reprocessing facility related to the exceptional circumstances and will be to the minimum extent and for the minimum period necessary to deal with the exceptional circumstances, and for not longer than three months unless extended by the Party seeking suspension for specific reasons conveyed in writing to the other Party. Such a decision shall take into account the effects of such suspension on uninterrupted operation of nuclear reactors that provide nuclear energy for peaceful purposes, potential loss to Indian economy and impact on energy security caused by the suspension. In case the suspension extends beyond a period of six months, both Parties shall enter into consultations on compensation for the adverse impact on the Indian economy due to disruption in electricity generation and loss on account of disruption of contractual obligations.