ARTICLE 1.5

Security exceptions

1. Nothing in this Agreement shall be construed:

(a) as requiring a Party to provide any information the disclosure of which it considers contrary to its essential security interests;

(b) as preventing a Party from taking any action, which it considers necessary for the protection of its essential security interests, including action:

(i) relating to fissionable and fusionable materials or the materials from which they are derived;

(ii) relating to the production of or trade in arms, ammunition and implements of war as well as to the production of or trade in other goods and materials as carried out directly or indirectly for the purpose of supplying a military establishment;

(iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment; or

(iv) taken in time of war or other emergency in international relations; or

(c) as preventing a Party from taking any action in pursuance of its obligations under the Charter of the United Nations for the purpose of maintaining international peace and security.

2. Notwithstanding paragraph 1,

(a) for the purposes of Chapter 10, Article III of the GPA applies; and

(b) for the purposes of Chapter 14, Article 14.62 applies.

ARTICLE 1.6

Confidential information

1. Unless otherwise provided for in this Agreement, nothing in this Agreement shall require a Party to provide confidential information the disclosure of which would impede the enforcement of its laws and regulations, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular enterprises, public or private.

2. When, under this Agreement, a Party provides the other Party with information which is considered as confidential under its laws and regulations, the other Party shall maintain the confidentiality of the information provided, unless the Party providing the information agrees otherwise.

ARTICLE 1.7

Fulfilment of obligations and delegated authority

1. Each Party shall ensure that all necessary measures are taken in order to give effect to the provisions of this Agreement.

2. Unless otherwise specified in this Agreement, each Party shall ensure that any person or entity to which the Party has delegated regulatory or administrative authority to fulfil the Party's obligations under this Agreement acts in accordance with those obligations in the exercise of such delegated authority.

3. For greater certainty, neither Party shall be released from its obligations under this Agreement in the event of non-compliance with the provisions of this Agreement by any of its governmental levels or non-governmental bodies in the exercise of powers delegated by the Party to them.