

to suspend or cancel further transfers of nuclear material, material, equipment and technology and to require the return of nuclear material, material, equipment and technology subject to this Agreement, subject to payment therefor at prices then current.

2. In the event of non-compliance by the recipient Party with the provisions of this Agreement, the supplier party shall have the right to suspend or cancel further transfers of nuclear material, material, equipment and technology and to require the recipient Party to take corrective steps. If, following consultation between the Parties, such corrective steps are not taken within a reasonable time, the supplier Party shall thereupon have the right to require the return of nuclear material, material, equipment and technology subject to this Agreement subject to payment therefor at prices then current.

ARTICLE XI

Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation shall, on request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators. Each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, a national of a third state, who shall be the Chairman. If within 30 days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within 30 days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum and all decisions shall be made by majority vote of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties shall be binding on both Parties and shall be implemented by them, in accordance with their respective constitutional procedures. The remuneration of the arbitrators shall be determined on the same basis as that for ad hoc Judges of the International Court of Justice.

ARTICLE XII

Unless otherwise specified at the time of transfer, nothing in this Agreement shall be interpreted as imposing any responsibility on the Parties with regard to the suitability for any particular use of nuclear material, material, equipment or technology supplied pursuant to commercial contracts.

ARTICLE XIII

For the purpose of this Agreement:

- (a) "appropriate governmental authority" means such authority or authorities as the Party concerned may from time to time notify to the other Party;