

ARTICLE VIII

Any dispute arising out of the interpretation or application of the present Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall, on the 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, who shall be the Chairman. If within thirty (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 thirty (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 IX

For the purpose of this Agreement:

- (a) "The Agency's Safeguards System" means the safeguards system set out in the International Atomic Energy Agency document INFCIRC/66 Rev. 2 as well as any subsequent amendments thereto.
- (b) "Appropriate governmental authority" means in the case of Canada, the Atomic Energy Control Board, and in the case of the Republic of the Philippines, the Philippine Atomic Energy Commission.
- (c) "Equipment" means the items and major components thereof referred to in Part A of Annex B of the present Agreement.
- (d) "Information" means technical data in all forms in which such data can be transferred, including but not limited to: technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals that can be used in the design, production, operation or testing of equipment, nuclear material or material, except data available to the public (for example, published in books or periodicals) which is transferred between the Parties. It shall include technical data derived from equipment transferred between the Parties.
- (e) "Material" means the items referred to in Part B of Annex B of the present Agreement.