

of the necessary arrangements. Provided that the Government shall have been asked by the Agency to do so by the time determined for the taking of samples, the Government shall take a sample from each ingot of such reasonable dimensions as the Agency shall specify in order that the Agency may carry out further measurements of the danger coefficient at some facility outside Canada.

3. If the source material is not in conformity with the specifications in the Annex to this Agreement, the Government shall as soon as possible take all necessary steps to bring about such conformity, and shall arrange with the Agency for appropriate retesting under the conditions specified above.

4. If the chemical analysis or the measurement of the overall danger coefficients made by the Agency indicates any impurity or danger coefficient in excess of the maximum allowable, the Government may request analysis for such alleged impurity or impurities by the United Kingdom National Chemical Laboratory, Teddington, Middlesex, England, acting as umpire, or by any other laboratory agreed upon as umpire for such analysis, and may similarly request measurement of the danger coefficient by the United Kingdom Atomic Energy Research Establishment, Harwell, Berkshire, England, acting as umpire, or by any other laboratory agreed upon as umpire for such measurement. The results of such analysis and/or measurement shall be final and binding. The cost of such analysis and/or measurement by an umpire shall be borne by the Government if any impurity content or danger coefficient as determined by the umpire exceeds the maximum allowable; otherwise the cost of such analysis and/or measurement shall be borne by the Agency.

5. The Government shall complete the preparation of the source material within three months following the entry into force of this Agreement, shall give the Director General of the Agency three weeks' advance notice of the expected date of completion, and shall certify to the Agency the total weight of the finished billets and separately of any samples supplied. The Agency shall have the right to send representatives and/or designates to verify the conformity of the weight of the billets to the above-mentioned certification, and the conformity of their dimensions and surface condition with the specifications in the Annex to this Agreement.

ARTICLE III

Acceptance, Delivery, and Transfer of Title

If the analyses, measurements, and verifications referred to in the previous Article show to the satisfaction of the Agency that the source material is in conformity with the specifications in the Annex to this Agreement, the Agency shall inform the Government that it is satisfactory and shall specify to the Government at least five weeks in advance the date and place, within Canada, at which it is to be delivered to a person designated by the Agency. The Government shall thereupon suitably pack the source material and shall arrange for its delivery as specified by the Agency above. The Government shall pass title to the source material to the Agency at the time specified by the Agency, at a place and by means of such appropriate documents as may be designated by the Agency after consultation with the Government; the Agency shall arrange for the transfer of possession from the Government of the source material within four days of the date on which the documents of title are delivered.