

13. The Organization shall, at all times, at the request of the Government of Canada, take up its defence and shall hold harmless and indemnify the Government of Canada, its servants and agents, as defined in the *Crown Liability and Proceedings Act*, R.S., 1985 c. C-50 (the "Act"), in respect of any cost and damage or from any claim, demand, judicial application, loss, legal action, or other proceeding instituted or which may be instituted by whomever, relating to any act, conduct or omission of the Organization, its servants and agents, of the sub-occupants of the Building to whom the Organization has provided space, or of any other person in the Building to whom the Organization has permitted access, not including those in public areas of the Building such as the lobby and atrium, for the purposes of these presents. This obligation shall remain in force after the termination of the Supplementary Agreement for any cause or event having arisen before its termination.

14. The Government of Canada shall, at all times, at the request of the Organization, take up its defence and shall hold harmless and indemnify the Organization and its servants and agents, in respect of any cost and damage or from any claim, demand, judicial application, loss, legal action, or other proceeding instituted or which may be instituted by whomsoever, relating to any act, conduct or omission of the Government of Canada, its servants and agents, as defined in the Act, for the purposes of these presents. This obligation shall remain in force after the termination of the Supplementary Agreement for any cause or event having arisen before its termination.

15. At the end of the Occupancy Period or upon the termination of this Supplementary Agreement prior to the end of the Occupancy Period, the Organization shall surrender the Immovable in as good a condition as reasonable wear and tear will permit. The Organization shall not be required to restore the Immovable to its shape and state prior to any change, alterations, additions or improvements that may have been executed by the Government of Canada or the Organization in accordance with this Supplementary Agreement.

16. At the end of the Occupancy Period or upon the termination of this Supplementary Agreement prior to the end of the Occupancy Period, the Organization shall remove, at its expense, all movable effects found in the Immovable which are deemed to belong to the Organization, and shall repair, at its expense, any damage which may have been caused to the Immovable or to any other property of the Government of Canada as a result of the said removal.