

- (b) a road accident caused by a vehicle owned or operated by the Canadian Party or a natural or legal person responsible for the organization and supervision of the work of contractors, where damages are not recoverable from civil liability insurance.

4. Either Party may refer any dispute concerning the implementation of obligations under paragraphs 1 and 2 of this Article to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), if such dispute has not been resolved amicably within ninety days of its submission. Any arbitration award shall be final and binding on the parties to the dispute.

5. Any payments related to indemnification shall be made promptly and shall be freely transferable to the beneficiary in its national currency.

6. Nothing in this Article shall be construed as waiving the sovereign, jurisdictional, diplomatic, consular or other immunities of the Parties with respect to potential third party claims that may be brought against either one of them.

7. In the event of termination or expiration of this Agreement, the provisions of this Article will be applied to all losses or damages of any nature which arose as a result of activities performed pursuant to this agreement while it was in force.

ARTICLE XVIII

Consultations

1. The Parties shall consult annually, and at any other time upon the request of either Party, on the implementation of this Agreement and any other issue that may arise in relation to this Agreement.

2. Each Party agrees to designate a responsible authority for all consultations and coordination matters including the reception of any notices required under this Agreement and shall notify each other through diplomatic channels of the designation of its responsible authority.