

- (d) If the President of the International Court of Justice is prevented from carrying out said function or if he is a national of either of the two countries, the appointment or appointments shall be made by the Vice-President, and if the latter is preventing from carrying out said function or if he is a national of either of the two countries, the appointment or appointments shall be made by the next senior judge of this Court who is not a national of either of the two countries.
- (e) The arbitral tribunal shall decide by a majority vote. Its decision shall be final and binding on both Governments. Each of the Governments shall pay the expenses of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the Chairman and other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning costs. In all other matters, the arbitral tribunal shall regulate its own procedures. Only the respective Governments may request arbitral procedure and participate in it.

ARTICLE VII

- (a) If either of the two Governments considers it desirable to modify the provisions of this Agreement, this procedure may be carried out through a request for consultation and/or by correspondence and shall begin not later than sixty (60) days from the date of the request.
- (b) The modification of the Agreement agreed to between the two Governments shall enter into force upon its confirmation on a date which shall be mutually agreed upon by an Exchange of Notes.

The Agreement shall enter into force when signed by both Parties. It shall remain in force until terminated by either of the Governments on six months' notice in writing to the other. In the event of termination, the provisions of the Agreement shall continue to apply in respect of insurance contracts issued by the Government of Canada for the duration of said contracts, but in no case shall the Agreement continue to apply to such contracts for a period longer than 15 years after the termination of this Agreement.