- 4. The Government of Canada shall assume, on a yearly basis, 75 per cent of the Rent and of Operating Costs and all of the property taxes; the Organization agrees, on its part, to assume, on a yearly basis, 25 per cent of the Rent and of Operating Costs to be paid to the Government of Canada. In accordance with Article 6 of the Headquarters Agreement, the Government of Canada shall continue to exempt the Organization from all direct taxes; however, the Organization shall not claim exemption from taxes which are, in fact, no more than charges for public utility services.
- 5. The Government of Canada and the Organization shall work in cooperation to ensure that expenses relating to the operation of the Building are kept as low as possible.

ARTICLE II

Obligations under the Lease

- 1. Taking into consideration that the said premises are rented solely and exclusively for the needs of the Organization's Headquarters, the Government of Canada shall, as the lessee, assure that the lessor complies with its obligations as specified in the Lease or as they may be prescribed in the Civil Code of Quebec or under any other laws.
- 2. Subject to the relevant provisions of the Headquarters Agreement and the present Agreement, in particular Article I, paragraph 4, the Organization shall, as the lawful occupant of the premises located in the Building, assume the same obligations and liabilities towards the Government of Canada as the Government of Canada shall, as the lawful lessee of the said premises, assume towards the lessor under the Lease or the Civil Code of Quebec or any other law.
- 3. Notwithstanding any references in this Supplementary Agreement to the Lease between the Government of Canada and the owner of the premises, the mutual rights and obligations of the Government of Canada and the Organization with respect to the Headquarters premises shall be governed by this Supplementary Agreement.

ARTICLE III

Consultation

- 1. Any matter related to the use and management of the Building which may, in the view of the Organization, affect its interest as the lawful occupant of the Building shall be subject to consultation between the Parties, with a view to reaching a mutually satisfactory agreement.
- 2. Without limiting the generality of the foregoing, the matters subject to consultation include sublease by the Government of Canada, security, cleaning standards, standards for leased accommodation, replacement of building management and/or contractors, and any matter related to the option to purchase the Building.

ARTICLE IV

Concurrence

The following matters shall be subject to the concurrence of the Organization, which the Organization as the lawful occupant of the Building shall not unreasonably withhold: