

- b) Where icebreaking operations are under the coordination of a designated agency of one Party but in the waters of the other Party the former shall on its own initiative, or at the request of the designated agency of the other Party, cease operations when such operations are, or are likely to be, detrimental to the good of a community or private concern, or could cause damage to shoreline properties, interference with the production of hydroelectric power, or any other undesirable results to industry, individuals or the public. Such icebreaking operations shall be continued where the Parties, after due consideration of the risks and benefits involved, agree to do so.

6. Upon request of the designated agency of one Party the designated agency of the other Party may provide, for use in an area for which the former has the coordinating responsibility, such icebreaking facilities and personnel as are available and not otherwise committed.

Coordination of the icebreaking facilities and personnel requested shall be done by the designated agency which has requested them. Command of the facilities and personnel shall remain with the Party providing the requested facilities and personnel.

7. When extraordinary circumstances exist which in the judgement of either designated agency render it impractical or impossible for the coordination of operations to be assumed pursuant to paragraph 5 of this Annex, such designated agency, after notifying the designated agency of the other Party shall initiate operations within its waters by employing its facilities and personnel and shall assume coordination of the operation. Coordination will be transferred to the agency having coordinating responsibilities under paragraph 5 of this Annex as soon as circumstances permit.

8. The Government of the United States shall, in accordance with its laws, be liable for damages caused by the negligent acts of United States Coast Guard agents or employees conducted pursuant to this Agreement, unless otherwise provided by international agreement. The Government of Canada, shall, in accordance with its laws, be liable for damages caused by the negligent acts of Canadian Coast Guard agents or employees conducted pursuant to this Agreement, unless otherwise provided by international agreement.

9. Each Party shall bear its own costs of operations conducted pursuant to this Agreement.

10. As necessary and to avoid any undue delay or expense in connection with any operation conducted under this Agreement, any customs and immigration clearances required by law will be facilitated and expedited by each Party for icebreaking facilities and personnel of the other Party.

11. The undertakings of the designated agencies provided for in this Agreement shall be subject to the availability of appropriated funds for such purposes.