(d) If the President of the International Court of Justice is prevented from carrying out the said function or if he is a national of either country, the appointment or appointments shall be made by the Vice-President, and if the latter is prevented from carrying out the said function or if he is a national of either country, the appointment or appointments shall be made by the next senior judge of this Court who is not a national of either country.

(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; 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 other matters, the arbitral tribunal shall regulate its own procedure. Only the respective Governments may request arbitral procedure or participate in it.

7. (a) If either Government 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 [illegible] days from the date of the request.

(b) The modification of the Agreement agreed between the two Governments shall enter into force upon their confirmation on a date which shall be mutually agreed upon by an Exchange of Notes.

This Agreement shall continue in force until terminated by either Government 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 while the Agreement was in force, for the duration of these contracts, provided that in no case shall the Agreement continue to apply to such contracts for a period longer than 15 years after the termination of the Agreement. I have the honour to propose that, if the foregoing is acceptable to your Government, this Note, which is authentic in English and French, and your reply that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

High Commissioner
CHALMER ROBC