

- (4) The Government of Australia shall exempt from sales tax property, in addition to all property referred to in paragraph (3), purchased in Australia and certified by the Government of Canada as being for use in connection with the firing program and not for resale, provided that such property is the property of the Government of Canada or shall become its property prior to the use of the property in Australia.
- (5) The Government of Australia shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons required in Australia in connection with the firing program.
- (6) The Government of Canada shall indemnify and keep indemnified the Government of Australia, in respect of any activity in Australia in relation to the firing, from and against:
  - (a) any loss or damage suffered by the Government of Australia;
  - (b) liability of any kind in respect of claims against the Government of Australia, its servants and agents for loss, damage or injury arising howsoever;
  - (c) any loss or damage suffered by the Government of the United Kingdom; and
  - (d) liability of any kind in respect of claims against the Government of the United Kingdom, its servants and agents for loss, damage or injury arising howsoever.

The Australian Government will pay any amounts received from the Government of Canada in respect of sub-paragraphs (c) and (d) of this provision to the Government of the United Kingdom.

- (7) The indemnity provided for by paragraph (6) shall not apply if the loss, damage, injury or liability resulted from any failure on the part of the Government of Australia, either directly or through its servants or agents, to exercise any of its responsibilities under this Agreement or under the inter-agency Arrangement to be concluded between NRCC and ADOD pursuant to it, provided that the indemnity shall still apply to the extent, if any, to which such failure is not the sole factor in the loss, damage, injury or liability.
- (8) Any amount recovered by the Government of Australia in respect of an act or omission for which the indemnity provided for by paragraph (6) applies shall be taken into account in ascertaining the amount payable by the Government of Canada as a result thereof.
- (9) Disputes between the Government of Australia and the Government of Canada, or between their respective co-operating agencies, concerning the interpretation or application of this Agreement or the inter-agency Arrangement, shall be settled by negotiation between their competent authorities, either directly or through diplomatic channels.