

4. (a) Each party shall admit into its territory, free of customs and import duties, taxes and other similar charges, materials, equipment, supplies, goods or other property imported by an agent or employee of the other party for use in the project, including but not by way of limitation:

- (i) magnetic tapes (used and unused) employed in data recording;
- (ii) processed data, in any format;
- (iii) motor vehicles; and
- (iv) equipment and sensors;

(b) Whenever practicable, the property referred to in paragraph 4(a) above shall be accompanied by a person or persons identified by the other party as indicated in paragraph 2(a) above; if the property is to be unaccompanied, the other party shall furnish, in advance, a list of the property.

5. Each party shall exempt from all fees, taxes and other charges any motor vehicles of the other party which are involved in the project.

6. No person ordinarily resident in the territory of one party shall be liable to pay in the territory of the other party any taxes in the nature of a license in respect of any service or work performed in the territory of the other party in connection with the project.

7. The principal ports of entry and exit for surface transportation shall be:

- (a) Detroit, Michigan and Windsor, Ontario;
- (b) Niagara Falls, New York and Niagara Falls, Ontario;
- (c) Thousand Islands Bridge, New York and Lansdowne, Ontario

and these ports shall be used whenever practicable for the movement of materials and personnel by surface transportation across the United States-Canadian border in connection with the project.

8. Any participating governmental agency of a party shall be responsible for claims for damage to property or injury to persons in the territory of the other party with respect only to activities in connection with the project engaged in or performed by that agency or its employees.

9. Each party shall provide the other party with duplicate negatives of all air photographs and infrared imagery which are acquired by or on behalf of the first mentioned party in the Lake Ontario Drainage Basin for the purposes of the project and shall take the necessary steps to facilitate the timely exchange of scientific and technological data which are involved in the project.

10. The provisions of the present agreement shall be subject to the availability of funds appropriated by the parties and to the laws of each party.

11. The agreement shall enter into force with retroactive effect as from April 1, 1972 and shall remain in force until both parties are agreed that the project