

2. The Canadian Party or anyone it designates shall have the right to audit and examine any and all related records or documentation for a period of seven years after the completion or early termination of any Cooperation Project conducted under this Agreement, unless another period is specified in the Implementing Arrangements. The practical details of such audits and examinations shall be set out in the Implementing Arrangements.

3. All records created or transferred between the Parties pursuant to this Agreement, shall be held and maintained, and will be disclosed only in accordance with the provisions of Article VIII(6) of this Agreement.

ARTICLE XVII

Indemnification

1. The Canadian Party or a non-Kyrgyz legal person, including a non-Kyrgyz company with a branch registered in the Kyrgyz Republic, responsible for the organization and supervision of the work of contractors will not incur civil liability for any loss or damage of whatsoever nature incurred within the territory of the Kyrgyz Republic, including but not limited to personal injury, loss of life, direct, indirect and consequential damage to property owned by the Kyrgyz Republic arising from activities undertaken pursuant to this Agreement. The Kyrgyz Party shall settle any third party claims brought in connection with such losses or damages in a Kyrgyz Republic court within 3 years of the time at which the losses or damages were or should have been discovered.

2. The Kyrgyz Party shall bring no claims nor initiate any legal proceedings of any kind against the Canadian Party or a non-Kyrgyz legal person, including a non-Kyrgyz company with a branch registered in the Kyrgyz Republic, responsible for the organization and supervision of the work of contractors, for any losses or damages of whatsoever nature incurred within the territory of the Kyrgyz Republic, including but not limited to personal injury, loss of life, direct, indirect and consequential damage to property owned by the Kyrgyz Republic, arising from activities undertaken pursuant to this Agreement.

3. The provisions of this Article are not applicable to damages arising from:

- (a) wilful misconduct or gross negligence; or