

British Columbia and Canada shall thereafter with due diligence proceed toward ratification of the treaty.

(2) Any protocol entered into pursuant to subsection 1 of this section shall be attached to this agreement as schedule A and shall form part of this agreement.

12. (1) Canada agrees that the downstream power benefits arising in the United States of America under the treaty may be sold in the United States of America subject to terms that are acceptable to both Canada and British Columbia and that will ensure that the proceeds of the sale will contribute to savings in the cost of electric power in the province of British Columbia.

(2) Any agreement concluded under subsection 1 of this section with respect to the sale of downstream power benefits shall be attached to this agreement as schedule B and shall form part of the agreement.

(3) British Columbia will finance the treaty projects by use of the funds derived from the sale of the downstream power benefits arising in the United States of America, from the flood control benefits and from other sources as required, so that Canada shall have no obligation for the financing of these treaty projects.

13. (1) The construction of the dams and operation of the storages required by the treaty shall be carried out in accordance with all laws in force from time to time whether those of Canada or British Columbia.

(2) British Columbia shall take whatever steps are necessary to amend or appeal any law, permit or regulation and shall not enact any new law or regulation or issue any permit which may operate to frustrate, hamper or interfere with the carrying out of any undertaking in the territory of Canada provided for by the treaty.

(3) Canada shall do everything possible to expedite the issue of all licences and permits required under the laws of parliament by either British Columbia or the British Columbia hydro and power authority in order for them to carry out and perform their obligations under this agreement, including schedules A and B.

14. Canadian labour and material shall be used in all construction or operation of the dams and storages constructed or operated pursuant to this agreement to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the construction and operation and no person shall be discriminated against in the course of the construction and operation by reason of his race, colour, religion or political affiliation.

15. (1) Canada and British Columbia will consult as required on technical and other matters of mutual interest with a view to facilitating the implementation of the treaty, avoiding disputes and carrying out this agreement.

(2) In particular a liaison committee shall be established consisting of senior representatives of Canada and British Columbia.

(3) If differences or questions arise or allegations are made as to loss arising out of any action or failure to take action by either Canada or British Columbia which cannot be resolved through consultation they shall be submitted to the Exchequer Court of Canada for decision and that court has jurisdiction to determine the rights and liabilities of either party under this agreement.

(4) British Columbia shall, in respect of itself, procure the enactment of whatever legislation is necessary to implement subsection 3 of this section.

16. (1) British Columbia agrees that generators will be installed in the dam at Mica creek as soon as economically feasible.

(2) Subject to the requirements of British Columbia, British Columbia will make available to other provinces of Canada, through a national grid or otherwise, on a first call basis, electric power from the Columbia river and other power developments in the province of British Columbia at prices not higher than those obtainable by British Columbia from time to time from the United States of America for any comparable British Columbia entity electric power exported thereto.

17. This agreement binds Canada and British Columbia from the date of the agreement and thereafter so long as any obligation or right of either the United States of America or Canada exists under the treaty or any part thereof.

In witness whereof the undersigned, duly authorized by their respective governments have signed and delivered this agreement,

For the government of Canada on the 8th day of July, 1963

L. B. PEARSON  
Prime Minister

PAUL MARTIN  
Secretary of State  
for External Affairs

For the government of British Columbia on the 8th day of July, 1963.

W. A. C. BENNETT  
Premier and President of the  
Executive Council

R. WILLISTON  
Minister of Lands, Forests and  
Water Resources