

by the Canadian forces or by other governmental or commercial agencies in support of the Netherlands training programs.

(2) Capital expenditures for agreed modifications, additions, or extensions of existing facilities and equipment, to maintain or develop required operational capabilities, shall be shared among the users on a basis determined through negotiations involving all interested parties. In addition, all capital costs of facility construction or expansion desired by and for the exclusive use of the Netherlands Armed Forces shall be borne by the Government of the Kingdom of the Netherlands.

(3) The Government of the Kingdom of the Netherlands shall assume appropriate financial responsibility for future environmental studies, projects undertakings or monitoring surveys as are required under Canadian laws, regulations and orders relating to the activities of Netherlands Armed Forces units training in Canada. Such arrangements, including the financial obligations involved, shall be determined at annual joint meetings.

(c) The costs to be paid to Canada as outlined in subparagraph (b) above, for buildings and installations made available by Canada to the Government of the Kingdom of the Netherlands shall be only such agreed costs incurred as a result of acquisition, lease, construction, modification or operation of such buildings and installations in support of the Netherlands training programs. The agreed costs for the lease of land in support of the Netherlands training programs shall also be borne by the Netherlands. The Government of the Kingdom of the Netherlands shall not be liable for the costs of the purchase of land by Canada in support of the Netherlands training programs.

8. Claims shall be settled in accordance with Article VIII of NATO SOFA as supplemented in this