

ARTICLE VI

Liability

The Government of Canada and York University shall not be held responsible for any damage or claim arising out of the operations of the Office. The Centre shall make appropriate arrangements to cover liability for dealing with any action, claim or other demand that may be brought against the United Nations or the Centre arising out of the operations of the Office.

ARTICLE VII

Settlement of Disputes

Any dispute between the United Nations and the Government of Canada concerning the interpretation or application of this Agreement, or any question affecting the Office or the relationship between the Office and the Government of Canada, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be appointed by the Secretary-General, one to be appointed by the Government of Canada, and the third, who shall be chairman of the tribunal, to be appointed by the first two arbitrators. Should either party fail to appoint its arbitrator within two months of the appointment of the other party's arbitrator, or if the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, the President of the International Court of Justice shall, at the request of either party, designate any necessary arbitrator. The procedure of the arbitration shall be determined by the tribunal, all of whose decisions shall require a majority vote.

ARTICLE VIII

Duration and Amendment

1. This Agreement shall enter into force on signature with effect from the first day of October 1986, and shall remain in force until the 30th day of September 1989 unless terminated earlier by either party upon six months written notice to the other party.

2. This Agreement may be modified by mutual consent. Each party shall give full and sympathetic consideration to any request from the other party for such amendment.

3. Upon termination of the present Agreement, any uncommitted funds previously provided by the Government of Canada, beyond those required for closing the Office, shall revert to the Government of Canada.