

(k) preparation and implementation of detailed operating plans that may produce results more advantageous to both countries than those that would arise from operation under the plans referred to in Annexes A and B.

3. The entities are authorized to make maintenance curtailments. Except in case of emergency, the entity responsible for a maintenance curtailment shall give notice to the corresponding Canadian or United States entity of the curtailment, including the reason therefor and the probable duration thereof and shall both schedule the curtailment with a view to minimizing its impact and exercise due diligence to resume full operation.

4. Canada and the United States of America may by an exchange of notes empower or charge the entities with any other matter coming within the scope of the Treaty.

ARTICLE XV

Permanent Engineering Board

1. A Permanent Engineering Board is established consisting of four members, two to be appointed by Canada and two by the United States of America. The initial appointments shall be made within three months of the ratification date.

2. The Permanent Engineering Board shall:

- (a) assemble records of the flows of the Columbia River and the Kootenay River at the Canada-United States of America boundary;
- (b) report to Canada and the United States of America whenever there is substantial deviation from the hydroelectric and flood control operating plans and if appropriate include in the report recommendations for remedial action and compensatory adjustments;
- (c) assist in reconciling differences concerning technical or operational matters that may arise between the entities;
- (d) make periodic inspections and require reports as necessary from the entities with a view to ensuring that the objectives of the Treaty are being met;
- (e) make reports to Canada and the United States of America at least once a year of the results being achieved under the Treaty and make special reports concerning any matter which it considers should be brought to their attention;
- (f) investigate and report with respect to any other matter coming within the scope of the Treaty at the request of either Canada or the United States of America.

3. Reports of the Permanent Engineering Board made in the course of the performance of its functions under this Article shall be *prima facie* evidence of the facts therein contained and shall be accepted unless rebutted by other evidence.

4. The Permanent Engineering Board shall comply with directions, relating to its administration and procedures, agreed upon by Canada and the United States of America as evidenced by an exchange of notes.