

## ARTICLE VI

### CONFIDENTIALITY

1. Each Party shall treat as confidential, in accordance with its law, business proprietary information, and any information designated as confidential by the Party providing it, that is not otherwise available, provided under this Agreement or during the consultative process or negotiation of this Agreement.
2. Information referred to in paragraph 1:
  - (a) may be used by and disclosed to government officials solely in connection with the implementation or operation of this Agreement, except as compelled under law;
  - (b) shall not, without the permission of the Party or person providing it, be used or disclosed in any trade action or investigation of the type referred to in Article I; and
  - (c) shall be returned by the Party who has received it to the Party or person who provided it on termination of this Agreement.

## ARTICLE VII

### GENERAL PROVISIONS

1. This Agreement is without prejudice to the position of either Party as to whether the programs and practices of either Party in respect of forest management constitute countervailable subsidies under domestic or international law.
2. Neither Party shall take action to circumvent or offset the commitments set out in this Agreement, including action having the effect of reducing or offsetting the export fees provided for in Article II (2) or undermining the commitments set out in Article I.
3. Canada shall provide to the United States notice of any new, or amendment to a, federal or Ontario, Quebec, British Columbia or Alberta law, regulation or order-in-council governing stumpage charges or forest management systems related to softwood lumber, within 45 days after such law, regulation or order-in-council or amendment thereto, is adopted, or as soon thereafter as practicable. Each Party shall endeavour to respond to requests from the other Party for other information that is relevant to the operation of this Agreement.
4. Canada shall, based on sufficient information that it obtains, certify to the United States each quarter that it has no basis to believe that:
  - (a) the timber pricing and forest management systems of the provinces of Ontario, Quebec, British Columbia and Alberta have been modified other than as notified under paragraph 3; and
  - (b) these provinces are collecting revenues at levels lower than called for under those systems.

The sufficiency of the information that Canada obtains shall not be subject to dispute resolution under Article V, nor shall requests under paragraph 3 be used for the purpose of obtaining the information on which Canada renders its certifications.