

enable them to discharge their responsibilities under the Treaty and any matters which the United States and Canada may from time to time commit to them.

19. The Treaty to enter into force on the date of exchange of ratifications and to continue in force for a period of not less than sixty years from said date. At any time after the Treaty has been in force for fifty years, either party to have the right to terminate it upon ten years written notice to the other party. In the event no such notice is given, the Treaty to continue in force automatically.

20. The Treaty to provide for the international legal situation which would arise upon termination or expiration of the Treaty. Such provision to include a term to the effect that nothing in this Treaty and nothing done thereunder pursuant to this Treaty shall operate after its termination or expiration, to abrogate or modify any of the provisions of the Boundary Waters Treaty of 1909. Certain other provisions would of course be included in the Treaty, e.g. provision for the settlement of disputes. However, we consider that the points of major importance are adequately covered by the foregoing proposals.

18. (1) The United States and Canada each to designate an operating entity or entities which would be authorized, subject to exchange of inter-governmental notes where appropriate, to develop and carry out detailed operating arrangements to implement the terms of the Treaty and of the assured plan of operation.

(2) The authority and responsibility of the operating entities to include:

- (a) the assembling of agreed data;
- (b) the negotiation and conclusion of an electrical interconnection and coordination arrangement if and when it appears mutually desirable;
- (c) the detailed calculation, initially and at agreed intervals, of the amount and kind of the downstream power benefits in the United States to be shared with Canada in accordance with the principles and procedures set out in paragraph 5 and Annex A;
- (d) the making of appropriate arrangements with respect to delivery of the power benefits to be made available to Canada, including such matters as load factors and times and points of delivery;
- (e) the periodic settlement of accounts;
- (f) consultation on the operations of the Libby Project and the Kootenay Diversion as described in paragraphs 15 and 16;
- (g) such other matters as are considered necessary to