

(B) The Government of Japan recognizes its obligations in respect of all matters of liability related to its position as occupier or operator during the operation of the facility. Should any question of such liability under Canadian law arise vis-à-vis the Government of Canada, its agencies or any third party in Canada, all possible measures will be taken by the Government of Japan to provide appropriate compensation for the damage.

5. The Government of Japan shall retain ownership of any movable property it provides. It shall remove or dispose of all such property as expeditiously as possible following the termination of operation of the facility.

6. The co-operating agency of the Government of Canada will be responsible for arranging through appropriate channels, for the assigning of frequencies and authority to establish the radio system for the operation of the facility. Commercial communications systems will be used where practical for communication between the facility and appropriate facilities in Japan. The cost of such services will be borne by the Government of Japan.

7. The Government of Japan will inform the Government of Canada through the co-operating agencies of the program of scientific experimentation being conducted under the Project, and scientific data obtained by the station shall in like manner be made available to the Government of Canada on request within a reasonable period of time. Results of each experiment will be made available to the scientific community in general through publication in appropriate journals or through other established channels.

8. The Government of Canada shall facilitate the entry into Canada of the Japanese personnel necessary for the construction, operation and maintenance of the facility, as well as of the material and equipment necessary for the same purposes. For the purpose of this Agreement, the term "Japanese personnel" means the employees of the co-operating agency of the Government of Japan and contractor personnel of that agency engaged in or connected with Japanese activities at the facility, including persons who are not Japanese nationals, but excluding Canadian citizens or persons ordinarily resident in Canada.

9. (A) The Government of Canada shall grant relief to the Government of Japan from all federal taxes and customs duties on material or equipment that is, or will become the property of the Government of Japan, and that is to be used in the construction, maintenance or operation of the facility, provided that it is administratively and economically possible to determine the amount of taxes and duties applied to such material or equipment.

(B) The personal effects and goods of the Japanese personnel to be brought into Canada shall be exempt from import duties and taxes, provided that, except as authorized by the appropriate Canadian authorities, such personal effects and goods may not be disposed of in Canada by way of sale or gift or otherwise.

(C) Income derived by the Japanese personnel from rendering services to the Government of Japan in Canada shall be exempt from taxation in Canada.