

6. (1) Canada shall designate the British Columbia Hydro and Power Authority as the Canadian entity for the purposes of Article XIV of the Treaty and British Columbia shall ensure that the British Columbia Hydro and Power Authority fulfills the obligations imposed on the Canadian entity by the Treaty.

(2) British Columbia may nominate one of the two persons to be appointed to the Permanent Engineering Board established by the Treaty and Canada shall upon such nomination appoint the nominee to that Board.

7. (1) Canada shall do whatever is reasonably possible to ensure compliance with the Treaty by the United States of America and shall not waive any default or breach by the United States of America without having consulted British Columbia.

(2) Canada shall, at the request of British Columbia, present any claim deemed reasonable by Canada arising under the Treaty which British Columbia wishes made against the United States of America.

(3) Canada shall establish any arbitration tribunal necessary to settle differences under the Treaty and shall, after consultation with British Columbia, defend or prosecute, as the case may be, all differences submitted to such tribunal or to the International Joint Commission under the Treaty.

8. (1) British Columbia shall indemnify and save harmless Canada from and in respect to any liability of Canada to the United States of America arising under the Treaty.

(2) British Columbia shall not be required to indemnify Canada pursuant to subsection (1) of this section in respect of any liability to the United States of America directly attributable to any action or failure to take action by Canada.

(3) Canada shall not discharge any liability in respect of which it is indemnified pursuant to subsection (1) of this section without having consulted with British Columbia.

9. British Columbia shall maintain or arrange for the maintenance of complete accounts and records relating to;

- (a) the discharge of the obligations of British Columbia under this Agreement;
- (b) the receipt and ultimate disposal of all monies derived from the sale in the United States of America of any downstream power benefits arising under the Treaty;
- (c) the receipt and ultimate disposal of all monies and other compensation derived from the provision of flood control under the Treaty;
and

shall comply with or arrange for compliance with any reasonable request for disclosure of any such account or record made by Canada of the Permanent Engineering Board established by the Treaty.