

practicable thereafter, notify the other Party that a fire has started and that it has intervened to suppress the fire.

4. After having notified the other Party of the detection of a fire on the lands of that Party and of the intervention to suppress the fire, the Party which has commenced such suppression action shall then have discretion whether to continue or to discontinue such action, subject only to giving of notice as provided for in Section 8 hereof.

5. In the event one of the Parties commences suppression action in the buffer zone and notifies the other Party, the other Party may either (a) appoint a liaison officer who shall be charged with observing the progress of the suppression action and reporting on it or (b) actively join the Party which has commenced suppression action and participate in it.

6. Unless otherwise agreed upon between the Parties in a specific case, where a fire is discovered in the buffer zone and both Parties take joint suppression action, the direction of such action shall be under the charge of the Party in whose territory such action is taking place.

7. In accordance with the co-operative nature of this agreement, it shall be permissible and desirable for the Parties to exchange recommendations and suggestions designed to render more effective the detection of fires and the suppression action.

8. Either Party which is engaged in suppression action in the territory of the other Party may discontinue such action at any time upon giving notice of its intention in this respect to the other Party. Both Parties hereby waive all claims or liability which may arise against each other for any loss, damage, injury or death whatsoever resulting from the failure of either Party to institute suppression action or resulting from any discontinuance of suppression action as contemplated by this agreement.

9. Each Party will provide its own men, materials and supplies during suppression action within the buffer zone and will assume its costs, expenses and liabilities in respect of such suppression action without any right of reimbursement whatsoever from the other Party.

10. Each Party hereby undertakes wherever possible, to co-operate in exchanging meteorological information concerning weather, in or about the buffer zone, and to install essential weather recording instruments within 50 miles of the boundary during normal fire seasons.

11. This agreement shall become effective when formalized by an exchange of diplomatic notes between the Government of Canada and the Government of the United States of America.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this agreement.