

involved, shall be tabled at annual joint meetings. The Kingdom of the Netherlands shall pay to Canada all costs incurred by Canada as a result of the Netherlands training programmes.

8. The costs to be paid to Canada for land, buildings and installations made available by Canada to the Kingdom of the Netherlands shall be only such agreed costs incurred as a result of the acquisition, construction, modification, operation or lease of such land, buildings and installations in support of the Netherlands training programmes. The Kingdom of the Netherlands shall not be liable for the cost of the purchase of land by Canada in support of the Netherlands training programmes.
9. All claims arising out of or in connection with this Agreement shall be dealt with in accordance with Article VIII of the NATO SOFA including any amendments thereto and any other related supplementary agreement to the NATO SOFA. For the purposes of paragraph 1 of Article VIII, an employee of the Government of Canada or the Kingdom of the Netherlands assigned to duty with the Canadian Forces of the Netherlands Armed Forces for the purpose of working under this Agreement shall be deemed to be an employee of the Canadian Forces or of the Netherlands Armed Forces respectively. Employees and agents or contractors shall not be deemed to be members of a civilian component or employees of the Canadian Forces or of the Netherlands Armed Forces for this purpose.
10. Implementing arrangements between the Ministry of Defence of the Kingdom of the Netherlands and the Department of National Defence of Canada shall be made by means of Memoranda of Understanding which shall be consistent with the intent of this Agreement. The Memoranda of Understanding may be amended as provided therein.
11. This Agreement shall replace the Agreement constituted by the Exchange of Notes of 4 and 5 December, 1986, which is hereby terminated.
12. This Agreement shall remain in force up to and including 31 December 2006 and be renewable for an additional five years, unless terminated in whole or in part by either Government by giving twelve months notice in writing to the other.
13. This Agreement may be suspended at any time, in whole or in part, by either of the two Parties, without notice to the other, if the Party suspending this Agreement considers such action necessary for reasons of extreme emergency such as war, invasion or insurrection, real or apprehended.
14. In the event of termination or suspension of this Agreement, or any part thereof, financial consequences resulting therefrom shall be settled by negotiations regarding, *inter alia*, residual values of investments, termination costs associated with civilian employees rendered redundant, and penalties and cancellation costs associated with the termination of leases, agreements and contracts. To this effect, the military or economic value of these investments to the Government of Canada, as well as the proceeds of any sales made of these investments, shall be given due consideration.