

No. 14174

**CANADA
and
SINGAPORE**

**Agreement for the training in Canada of personnel of the
armed forces of the Republic of Singapore. Signed at
Singapore on 15 December 1969**

*Authentic texts: English and French.
Registered by Canada on 18 August 1975.*

**CANADA
et
SINGAPOUR**

**Accord concernant la formation au Canada de personnel des
forces armées de la République de Singapour. Signé à
Singapour le 15 décembre 1969**

*Textes authentiques : anglais et français.
Enregistré par le Canada le 18 août 1975.*

AGREEMENT¹ BETWEEN CANADA AND THE REPUBLIC OF SINGAPORE FOR THE TRAINING IN CANADA OF PERSONNEL OF THE ARMED FORCES OF THE REPUBLIC OF SINGAPORE

The Government of Canada and the Government of the Republic of Singapore, hereinafter referred to as Canada and Singapore, respectively,

Considering that Singapore has requested Canada to provide training in Canada for personnel of the armed forces of Singapore;

Have agreed as follows:

DEFINITIONS

1. In this Agreement

(a) "trainee" means a member of the armed forces of Singapore who has been authorized by his government to undergo training in Canada with the Canadian Forces and who has been accepted by Canada for training;

(b) "training" means the military training prescribed by the Chief of the Defence Staff of the Canadian Forces.

TRAINING AND COSTS

2. Subject to the terms and conditions of this Agreement, Canada shall provide training in Canada for trainees in such numbers as may from time to time be agreed upon by the appropriate authorities of Singapore and Canada.

3. Unless other arrangements are made for particular courses of training, costs shall be borne as follows:

(a) Canada shall bear the cost of:

(i) the allowances mentioned in subparagraphs (b) (ii), (iii) and (iv) of paragraph 4,

(ii) tuition, clothing and equipment required for training, and all other training costs,

(iii) rations and quarters,

(iv) duty travel in connection with the training, and

(v) administration, including routine medical and dental care.

(b) Singapore shall bear the cost of:

(i) the pay and allowances mentioned in subparagraph (a) of paragraph 4,

(ii) the Maintenance Allowance provided for in subparagraph (b)(i) of paragraph 4,

(iii) return commercial transportation between Singapore and Canada, including all in-transit costs,

(iv) major medical care relating to serious injury and illness and major dental care, and

(v) ex-gratia payments made under paragraph 13.

¹ Came into force on 15 December 1969 by signature, with retroactive effect from 2 July 1969, in accordance with paragraph 21.

PAY AND ALLOWANCES

4. Trainees during their period of training in Canada shall be paid as follows:
- (a) Singapore shall issue to the credit of each trainee in Singapore such pay and allowances, according to his rank, as he may be entitled to receive under Singapore regulations. The Singapore authorities will assume responsibility for arrangements such as assignments or deductions from such pay and allowances, which may be required to meet such obligations as the support of a trainee's dependents in Singapore. A trainee may make private arrangements to draw upon any balance of such pays and allowances remaining to his credit to meet his personal expenses while in Canada, if and to the extent that such arrangements are permitted by the Singapore authorities. Pay and allowances issued by Singapore shall be exempt from Canadian taxation.
 - (b) Allowances shall be issued by Canada to each trainee, to meet his living and other expenses during his period of training, as follows:
 - (i) a Maintenance Allowance at a rate appropriate to the trainee's rank,
 - (ii) a Civilian Clothing Allowance when necessary, having regard to the duration of the training and the season in which it takes place,
 - (iii) a Ration Allowance, in an amount to be determined by the Minister of National Defence, at any time that rations are not provided to the trainee free of charge,
 - (iv) a Leave Transportation Allowance when appropriate, having regard to the duration of the training, and at the rates applicable to members of the Canadian Forces.
 - (c) The rates of the Maintenance Allowance and the Civilian Clothing Allowance mentioned above will be determined in consultation with the Singapore authorities. Allowances issued by Canada shall be exempt from Singapore taxation.

MILITARY JURISDICTION

5. Trainees shall not, during the period of their training in Canada, be subject to the Code of Service Discipline of the Canadian Forces. The authorities of Singapore will, however, issue in advance to trainees appropriate written orders, a copy of which will be conveyed to the authorities of Canada, to ensure compliance by the trainees with orders and instructions issued to them by the authorities of the Canadian Forces during the period of their training in Canada.

PROHIBITED ACTIVITIES

6. A trainee shall not during the period of training in Canada:
- (a) be required to participate in any form of combat operations either in or out of Canada or in aid of the civil power; or
 - (b) be required to perform any function, duty or act that is inconsistent with the purpose of this Agreement.

CANADIAN LAW

7. Trainees will be amenable to the civil and criminal laws in force in Canada and to the jurisdiction of civil and criminal courts in Canada.

SECURITY

8. Canada shall take measures to ensure the security and protection within Canada of the person and property of trainees.

9. Singapore shall take measures to prevent the disclosure by a trainee, after the cessation of his training, to any other government or to any unauthorized person

of classified Canadian information of which he may become cognizant in his capacity as a trainee.

CLAIMS

10. Canada waives all claims against Singapore for damage done to any property owned by Canada where such damage is caused by a trainee acting in the course of his official duties.

11. Canada and Singapore waive all claims against each other for injury or death suffered by a trainee or a member of the Canadian Forces while either is engaged in the performance of his official duties. Where a claim is made against Canada by any person for the injury or death suffered by a trainee in the performance of his duties, Singapore shall indemnify Canada in respect of costs incurred and damages paid by Canada in dealing with such a claim.

12. A claim against Singapore, or a trainee arising out of an act or omission of a trainee in the performance of his official duties, shall be assimilated to and be dealt with by Canada as if it were a claim arising out of the activities of a member of the Canadian Forces in the performance of his official duties in Canada. This paragraph shall not apply to any claim arising in connection with the death of or injury to a trainee.

“Ex-gratia” PAYMENTS

13. Claims against trainees arising out of acts or omissions in Canada not done in the performance of official duty may be dealt with in the following manner:

- (a) Canadian authorities may investigate the incident giving rise to the claim and prepare a report on the case including an estimate of the amount of money which the Canadian authorities consider would represent reasonable compensation for the death, injury or property damage or loss suffered by the claimant.
- (b) The report may be delivered to Singapore authorities who, upon receipt, shall decide without delay whether to offer an *ex-gratia* payment, and, if so, of what amount.
- (c) Any offer of an *ex-gratia* payment or payment itself by the Singapore authorities may be sent to the claimant directly or through the Deputy Minister of the Department of National Defence.
- (d) Nothing in this paragraph affects the jurisdiction of courts in Canada to entertain an action against a trainee unless and until there has been payment in full satisfaction of the claim.
- (e) Where the claim has been adjudicated by a court in Canada or Singapore and a judgment rendered in favour of the claimant the Singapore authorities will consider whether to make an *ex-gratia* payment to satisfy the judgment, or to take such other steps as they may within the bounds of Singapore domestic legislation to seek compliance with the judgment.

IMMIGRATION

14.(a) On the conditions specified in (b) of this paragraph and subject to compliance with the formalities established by Canada relating to entry into, and departure from, Canada, of military trainees from foreign countries, trainees shall be exempt from passport and visa regulations on entering or leaving Canada.

(b) The following documents only will be required in respect of trainees and they must be presented on demand:

- (i) personal identity card issued by Singapore,

- (ii) individual or collective movement order, in the English or French language, issued by the appropriate authorities of Singapore, and
- (iii) international certification in the English or French language of vaccination against smallpox within three years of entry into Canada.

15. A trainee shall not by virtue of his presence in Canada as a trainee:

- (a) acquire any right to remain in Canada after his training has been completed or otherwise terminated;
- (b) acquire domicile in Canada.

DECEASED TRAINEES AND THEIR ESTATES

16. Official representatives of Singapore shall have the right to take possession and make all arrangements in respect of the body of a trainee who dies in Canada and may dispose of the personal property of the estate after payment of debts of the deceased or the estate which were incurred in Canada and owed to persons ordinarily resident therein.

TERMINATION OF TRAINING

17. Canada or Singapore may terminate the training of a trainee at any time and shall give to the other reasonable notification of an intention so to do.

18. A trainee whose training is terminated for any reason whatsoever shall be repatriated with the least possible delay by Singapore.

ADMINISTRATIVE ARRANGEMENTS

19. The appropriate military authorities of Singapore and Canada may establish mutually satisfactory procedures not inconsistent with the provisions contained herein, to carry out the intent of this Agreement and to give effect to its provisions.

REVISION

20. Either Canada or Singapore may at any time request revision of any of the provisions of this Agreement.

COMMENCEMENT AND TERMINATION

21. This Agreement shall enter into force upon signature and shall have effect retroactively from July 2, 1969. It shall remain in force until terminated by one of the following methods:

- (a) by either Government after six months' written notice to that effect has been given to the other Government;
- (b) without complying with subparagraph (a) of this paragraph, by the withdrawal from Canada of all trainees by Singapore; or where such withdrawal is in the public interest of Singapore; or
- (c) without complying with subparagraph (a) of this paragraph, by Canada without previous notification if Canada decides that such termination is in the public interest of Canada.

DONE in duplicate, in the English and French languages, each language version being equally authentic, at Singapore, this 15th day of December, 1969.

For the Government of Canada:

JOHN HADWEN

For the Government of Singapore:

GEORGE BOGAARS