

No. 14211

**CANADA
and
HONDURAS**

**Development Co-operation Agreement (with annexes).
Signed at Tegucigalpa on 3 September 1974**

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

**CANADA
et
HONDURAS**

**Accord de coopération au développement (avec annexes).
Signé à Tegucigalpa le 3 septembre 1974**

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

DEVELOPMENT CO-OPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF HONDURAS AND THE GOVERNMENT OF CANADA

The Government of the Republic of Honduras (herein after referred to as the Government of Honduras) and the Government of Canada, wishing to strengthen the cordial relations existing between the two countries by the establishment of a general plan intended to facilitate development co-operation, agree to the following:

Article I. The development co-operation program shall provide:

1. Scholarships and bursaries for professional training of Honduran citizens, in Canada or in third countries;
2. Canadian instructors and technicians to work in Honduras;
3. Such materials and equipment as may be required for the successful implementation of projects of technical co-operation in Honduras;
4. Any other form of assistance which may be mutually agreed upon.

Article II. The Government of Canada agrees to assume all those responsibilities specified in Annex A, which forms an integral part of this Agreement, under the heading "Responsibilities of the Government of Canada", at the time and in the manner set down in Annex A.

Article III. The Government of Honduras agrees to assume all those responsibilities specified in Annex B which forms an integral part of this Agreement, under the heading "Responsibilities of the Government of Honduras" at the time and in the manner set down in Annex B with respect to development assistance provided to the Government of Honduras or to its autonomous and semi-autonomous institutions under this Agreement. The extent of these responsibilities, as well as those of Annex A mentioned in the preceding article, may be modified in relation to specific projects.

Article IV. The Government of Canada will bear responsibility for all costs specifically assigned to it in the present Agreement, in amendments thereto or in Annex A or in any subsidiary agreement. The Government of Honduras will bear responsibility for all costs specifically assigned to it in the present Agreement, in amendments hereto, or in Annex B, or in any subsidiary agreement.

Article V. For the purposes of this Agreement, it shall be understood that:

a) Canadian firms: those firms providing services under the present development co-operation agreement, in an approved program or in a project established by a subsidiary agreement.

b) Canadian personnel: personnel hired with funds of this development co-operation agreement for an approved program or for a project established under a subsidiary agreement.

c) Subsidiary agreement: any agreement or specific understanding signed by the Governments of Canada and Honduras, based on the provisions of this Agreement.

¹ Came into force on 18 February 1975 by the exchange of the instruments of ratification, which took place at Tegucigalpa, in accordance with article XVII.

Article VI. Except in the case of fraud or gross imprudence, duly proven, the Government of Canada, Canadian firms and Canadian personnel shall not be held responsible for injury or damage resulting from any act or omission related directly or indirectly to the performance of their duties under the present Agreement.

Article VII. The Government of Honduras shall exempt Canadian firms and Canadian personnel, including their dependents, from all residence taxes, local taxes, income taxes or any other type of taxes on income derived from sources other than funds of the Government of Honduras, as well as from the presentation of written declarations in relation to these exemptions.

Article VIII. The Government of Honduras shall grant exemption to Canadian firms and Canadian personnel, including their dependents, from the payment of import duties, tariffs, or any other tax or levy on technical and professional equipment, personal and household effects, subject to their re-exportation or the termination of their useful life, or their transfer or assignment to persons enjoying the same exemption privileges.

Also, the Government of Honduras shall permit Canadian personnel to import and export, free of customs duties, sales taxes and other duties, one automobile for his own personal use. He shall be provided with special license plates reading MI (*Misión Internacional*), free of fees or taxes.

Article IX. For the purposes of Articles VII and VIII of this Agreement, the following procedures must be followed:

(a) Before placing an order for which special import privileges are required, Canadian personnel shall apply in writing to the Head of the accredited Canadian Diplomatic Mission, who will give his approval in writing.

(b) The Head of the accredited Canadian Diplomatic Mission shall then direct this authorization to the Government of Honduras Technical Secretariat of the Higher Council for Economic Planning which, if the case falls within Articles VII and VIII, shall request the Honduras Ministry of Finance and Public Credit to grant the necessary release. The Honduras Ministry of Finance and Public Credit will grant the necessary release on the aforementioned request of the Government of Honduras Technical Secretariat of the Higher Council for Economic Planning.

It is understood that the exemptions and accommodations the import of articles for personal use and consumption must be used exclusively for the purpose for which they are granted.

Article X. The Government of Honduras shall without any restriction whatsoever permit Canadian firms, personnel and their dependents to re-export their funds at the most favourable rate of exchange in force.

Article XI. The Government of Canada and the Government of Honduras, acting directly or through their respective authorized agencies, may conclude subsidiary agreement by means of an exchange of notes, letters or memoranda, with regard to the following:

(a) Any program or project agreed upon which is in accordance with the provisions of Article I of this Agreement.

(b) Any changes in the responsibilities assumed by each Government, in accordance with the provisions of Annexes A and B, with regard to particular projects.

(c) Any other matters which may enable both Governments to jointly pursue the objectives of this Agreement.

All subsidiary agreements concluded in accordance with the provisions of this article, in whatever form, shall expressly refer to this Agreement.

Article XII. Unless specifically stated otherwise, any subsidiary agreements made in accordance with Article XI of this Agreement shall be considered administrative arrangements and will not be binding in international law.

Article XIII. All Canadian personnel shall be entitled to annual vacation for a maximum period of four weeks, paid by the Canadian Government, which shall be granted in accordance with Canadian regulations governing leave, and may be taken either in or outside of Honduras, at any time agreed upon between the concerned authorities and the Canadian personnel.

Article XIV. The Government of Honduras, in order to facilitate the movement of Canadian personnel within the country, shall provide them with a carnet or other identification to ensure that the Honduran authorities will offer them maximum assistance in the performance of their duties. Also, they shall be supplied with automobile license plates with the initial MI (*Mision Internacional*), without payment of any fee or taxes.

Article XV. Any difficulty that may arise in the application of the provisions of this Agreement, or of any subsidiary agreement concluded in accordance with the said provisions, shall be resolved by negotiation between the Government of Canada and the Government of Honduras, or in a manner agreed upon by both Governments.

Article XVI. The Annexes to this Agreement may be amended by mutual understanding of the Government of Canada and the Government of Honduras, acting directly or through their designated agencies, evidenced by an exchange of notes, letters or memoranda of understanding, provided such amendments do not alter the purposes of this Agreement.

Article XVII. This Agreement shall be ratified by both Countries in accordance with their respective internal procedures, the instruments of ratification being exchanged as soon as possible in the City of Tegucigalpa, D.C. The present Agreement shall come into effect on the date of the exchange of instruments of ratification, and shall remain in force for an indefinite period unless either of the Parties gives the other at least six months notice of termination. The responsibilities of the Government of Canada and the Government of Honduras with regard to projects or specific programs, being carried out by virtue of subsidiary agreements to this Agreement and begun prior to receipt of the termination notice, shall continue up to the completion of such projects or programs.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in two originals on the third day of September 1974, in English, French and Spanish, each version being equally authentic.

For the Government
of the Republic of Honduras:

[Signed]

CÉSAR A. BATRES
Minister of Foreign Relations

For the Government
of Canada:

[Signed]

G. CRAIG LANGILLE
Extraordinary and Plenipotentiary
Ambassador

A N N E X A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

The Government of Canada shall provide and pay for:

1. Salaries, fees, allowances or other emoluments of the Canadian personnel as set forth in their conditions of employment or in the terms of the contract, whichever is applicable.
2. Travelling expenses for Canadian personnel and their dependents, between their normal place of residence in Canada and the points of entry and departure in Honduras.
3. Shipping expenses between the normal place of residence in Canada of Canadian personnel and the respective points of entry and departure in Honduras, of the personal and household effects of the Canadian personnel and their dependents, as well as of the technical and professional equipment required for the efficient performance of their duties.
4. Expenses related to the professional training of Honduran personnel in Canada or in third countries as follows:
 - (a) living allowances while in Canada or in a third country;
 - (b) clothing allowance;
 - (c) books, equipment or supplies as required for the courses being followed in Canada or in a third country;
 - (d) registration and related expenses;
 - (e) medical and hospital services when necessary;
 - (f) economy class airplane tickets, from an approved point of embarkation in Honduras to the designated destination in Canada or in a third country, and return;
 - (g) transportation expenses within Canada or within a third country as required for the courses.

A N N E X B

RESPONSIBILITIES OF THE GOVERNMENT OF HONDURAS

The Government of Honduras shall provide and pay for (in performing these obligations the Government of Honduras may act through its autonomous institutions):

1. Hotel expenses, including meals, for a maximum period of fifteen days, for the Canadian personnel and their dependents, until they find permanent accommodation, and for the same period prior to departure, after they vacate their permanent accommodation.
2. Transportation expenses or travel allowances, during their tours of duty, which will be equal to those granted to Honduras public officials.

3. Transportation:
 - (a) from the point of entry to the place of residence of Canadian personnel and their dependents upon their arrival in Honduras at the commencement of their assignment.
 - (b) from the place of residence to the point of exit from Honduras of Canadian personnel and their dependents, at the completion of their assignment.
 - (c) for all official journeys, including transportation from the residence of the Canadian official to his place of work, provided these two locations are not in close proximity. Should the Canadian personnel have their own means of transportation, they shall be granted an allowance for fuel and lubricants in an amount to be determined in advance by direct arrangement between the Deputy Minister of Finance and the Head of the accredited Canadian Diplomatic Mission.
 - (d) between points of entry and departure in Honduras and place of destination, of technical and professional equipment as well as of personal and household effects of Canadian personnel and their dependents. Such transportation costs shall include, where applicable, customs clearance and temporary warehousing for outgoing shipments on the departure of Canadian personnel.
 4. Living quarters and office services at Government of Honduras standards, including, if necessary, adequate office space and equipment, clerical and secretarial help and other technical and professional equipment; telephone, postal and other facilities necessary for Canadian personnel to carry out their assignment effectively.
 5. Assistance in accelerating clearance through customs of any personal or technical effects of Canadian firms, personnel and their dependents.
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