

No. 14195

**CANADA
and
EL SALVADOR**

**Technical Co-operation Agreement (with annexes). Signed
at San Salvador on 14 May 1973**

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

**CANADA
et
EL SALVADOR**

**Accord général de coopération technique (avec annexes).
Signé à San Salvador le 14 mai 1973**

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

TECHNICAL COOPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR

The Government of Canada and the Government of the Republic of El Salvador, hereinafter called the "Government of El Salvador", wishing to strengthen the cordial relations existing between the two states and their peoples, and moved by the desire to develop technical co-operation between the two countries in conformity with the objectives of economic and social development in El Salvador, have agreed to the following:

Article I. The program of technical co-operation will provide for:

- 1) Scholarships and training awards for citizens of El Salvador in Canada or in a third country;
- 2) Canadian experts, instructors, and technicians to provide services in El Salvador;
- 3) The equipment and materials needed for the successful execution of projects of technical co-operation in El Salvador;
- 4) The elaboration of studies and projects designed to contribute to the social and economic development of El Salvador;
- 5) Any other form of assistance which may be mutually agreed upon.

Article II. The Government of Canada agrees to assume all the responsibilities referred to in Annex A of this Agreement, entitled "Responsibilities of the Government of Canada", in the form and manner agreed upon.

Article III. The Government of El Salvador agrees to assume all the responsibilities referred to in Annex B of this Agreement, entitled "Responsibilities of the Government of El Salvador" in the form and manner agreed upon. The scope of these responsibilities may be modified in accordance with specific projects.

Article IV. The Government of Canada shall meet all costs incurred under this Agreement, under any amendment hereto, or under any subsidiary agreement, which are enumerated therein as being the responsibility of the Government of Canada. The Government of El Salvador shall meet the costs related to the present Agreement, to any amendment thereto, or to any subsidiary agreement, when such costs have not been identified as responsibilities of the Government of Canada.

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

- 1) "Canadian firms" shall mean those Canadian firms or institutions engaged in the program of technical co-operation or in any other approved program or project established under a subsidiary agreement.
- 2) "Canadian personnel" shall mean all those Canadian personnel engaged within the program of technical co-operation referred to under this Agreement, or within any other approved program or project established under a subsidiary agreement.

¹ Came into force on 7 May 1975, the date of the exchange of the instruments of ratification, in accordance with article XIV.

Article VI. The Government of El Salvador shall save harmless the government of Canada from all civil liability as well as all Canadian firms and Canadian personnel from and against civil liability arising out of any act or omission in the execution of their functions in an approved project or program under a subsidiary agreement to the present agreement, save in cases of fraud or wilful misconduct.

Article VII. The Government of El Salvador shall exempt Canadian firms and Canadian personnel, including their dependents, from all types of taxes, fiscal and municipal assessments and imposts on remunerations received from sources outside El Salvador, on funds from Canadian aid sources or from the Government of El Salvador, as provided for in the present Agreement or in any subsidiary agreement.

Article VIII. The Government of El Salvador shall exempt Canadian firms and Canadian personnel, including their dependents, from payment of import duties, tariffs or other taxes and charges on professional and technical equipment, personal and household effects, subject to their re-exportation or the termination of the useful life of such items or to the transfer of these items to persons enjoying the same exemption. They will be able to import or export free of customs duties, consumer and sales taxes, one automobile per expert for personal use at the time of arrival in the country. This privilege may be used at two-year intervals after the date when it is first granted. The officials enjoying such privilege will be able to sell their vehicles under the conditions established for diplomatic personnel accredited to the Government of El Salvador.

Article IX. The Government of El Salvador shall exempt Canadian personnel, and their dependents from payment of import duties, customs tariffs and other taxes on medicinal products, food-stuffs, beverages, and other articles of daily use that may be legally imported into El Salvador for the personal requirements of the Canadian personnel and their families.

Article X. The Government of El Salvador shall grant Canadian personnel and their dependents freedom from foreign exchange restrictions in respect of the re-exportation of their funds.

Article XI. In the attainment of the objectives of the present Agreement, the Government of Canada and the Government of El Salvador, acting directly or through their competent agencies, may conclude subsidiary agreements, in the form of exchange of notes, letters or memoranda, in respect of the following:

- i) any agreed program or project established under the provisions of Article I of the present Agreement;
- ii) changes with regard to the responsibilities of each country in accordance with the provisions of Annexes A and B with respect to specific programs or projects;
- iii) any other matters which may enable the two governments to carry out jointly the objectives of the present Agreement.

All the subsidiary agreements concluded under the provisions of the present article in whatever form, shall make specific reference to the present Agreement.

Article XII. Unless it is specifically stated to the contrary any subsidiary agreement concluded in accordance with Article XI of this Agreement shall be considered to be agreements of mutual accord.

Article XIII. Differences which may arise in the implementation of the provisions of the present Agreement, or any subsidiary agreement concluded within the provisions of the former, shall be settled by negotiations between the Government of Canada and the Government of El Salvador.

Article XIV. The present Agreement shall be ratified and the instruments of ratification shall be exchanged as soon as possible.¹ It shall enter into force on the date of the exchange of instruments of ratification, and shall remain in force until one of the parties indicates a desire for its termination, such request for termination to be given at least six months in advance. The termination of the agreement shall not affect the validity of the contracts in course of execution or the guarantees already furnished under the terms of the present Agreement.

Article XV. The Annexes of the present Agreement may be amended by agreement of the parties through an exchange of notes, provided that such amendments shall be within the scope of the present Agreement.

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

DONE in two copies at San Salvador, El Salvador, this day of May 14, 1973, in the English, Spanish and French languages, each version being equally authentic.

For the Government
of Canada:

[Signed]

GILBERT CRAIG LANGILLE

For the Government
of El Salvador:

[Signed]

MAURICIO ALFREDO BORGONOVO POHL

A N N E X A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

The Government of Canada will provide and pay for:

1. The salaries, allowance subsidies or other emoluments, to Canadian firms and personnel as set forth in the terms of employment or in the terms of contract, whichever are applicable;
2. The costs of travel for Canadian personnel and that of their dependents between their normal place of residence in Canada and the points of entry and departure in El Salvador;
3. The costs of transporting, between the normal place of residence of Canadian personnel in Canada and the respective points of arrival and departure in El Salvador, the personal and household effects of Canadian personnel and their dependents plus the professional and technical equipment necessary for the effective performance of their duties;
4. The costs associated with the training of Salvadorean personnel in Canada or in a third country as follows:
 - a) living expenses while in Canada or in a third country;
 - b) a clothing allowance;
 - c) books, equipment or supplies as required for the programme being undertaken in Canada or in a third country;

¹ The authentic French text indicates that the instruments of ratification will be exchanged in El Salvador — Le texte authentique français indique que les instruments de ratification seront échangés en El Salvador.

- d) registration and other related fees;
 - e) necessary medical and hospital services;
 - f) economy air fare from an approved point of embarkation in El Salvador to a designated destination in Canada or in a third country and return;
 - g) transportation within Canada or a third country as required for the program.
5. Equipment and material required for the successful execution of the programme as specified in subsidiary agreements.
 6. Medical and hospital expenses for Canadian personnel while in El Salvador.

A N N E X B

RESPONSIBILITIES OF THE GOVERNMENT OF EL SALVADOR

The Government of El Salvador shall provide and pay for:

1.
 - a) Normal hotel expenses, including meals, for Canadian personnel and their dependents, until it is possible to secure permanent housing, as well as during the period immediately preceding their departure, once the permanent housing has been relinquished.
 - b) Housing containing furnishings, of a standard equivalent to that normally accorded a civil servant of the Government of El Salvador of comparable rank and seniority, when the stay in El Salvador is more than six months. If the stay is less than six months temporary lodging in a house or in an adequate hotel.
2. *Transportation*
 - a) Between the point of entry in El Salvador and the place of residence for Canadian personnel and their dependents, at the commencement of an assignment.
 - b) Between the place of residence and the point of departure from El Salvador, for Canadian personnel and their dependents, on termination of an assignment.
 - c) For all official journeys, including transportation between the official's place of residence and his place of work when these two locations are not in close proximity. Such transportation to be of a similar standard to that normally granted to a civil servant of the Government of El Salvador of comparable rank and seniority.
 - d) Between the points of entry and departure in El Salvador and the destination point of the professional and technical equipment and the personal and household effects of the Canadian personnel and their dependents. Such transportation costs to include, where applicable, customs clearance and temporary warehousing in relation to arriving shipments and export packaging and temporary warehousing in relation to departing shipments.
3. Office accommodation and services at Salvadorean government standards including as appropriate, suitable office space and furnishings, clerical staff and stenographers and other professional and technical equipment, telephone, postal and other facilities necessary to enable the Canadian personnel to carry out their assignment effectively.
4. Assistance in expediting the clearance through customs of any personal and technical effects of Canadian personnel and their dependents.
5. All Canadian personnel will be entitled to leave for a maximum period of four weeks per annum, which leave shall be granted in accordance with Canadian leave regulations, either inside or outside of El Salvador at such time as may be arranged or agreed between the Canadian personnel and the appropriate Salvadorean authorities.