

No. 14181

**CANADA
and
JAMAICA**

**Development Co-operation Agreement. Signed at Kingston
on 5 May 1975**

Authentic texts: English and French.

Registered by Canada on 18 August 1975.

**CANADA
et
JAMAÏQUE**

**Accord de coopération au développement. Signé à Kingston
le 5 mai 1975**

Textes authentiques : anglais et français.

Enregistré par le Canada le 18 août 1975.

DEVELOPMENT CO-OPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF JAMAICA

The Government of Canada and the Government of Jamaica,
Desiring to strengthen the historic ties which have linked the two nations in close and friendly relations,

Considering that international co-operation and development are essential in promoting social progress and better standards of life in larger freedom,

Taking into account an earlier Exchange of Notes, of October 18, 1958,² giving formal effect to a Statement of Principles agreed between Canada and the West Indies for Co-operative Economic Development in the West Indies, including Jamaica,

Considering the expansion and diversification of Canada's development assistance to Jamaica since it has emerged as an Independent State,

Moved by their desire to further co-operate for their mutual benefit in the promotion of the development of Jamaica,

Desiring for this purpose to establish general principles to govern the provision of social and economic development assistance by the Government of Canada to the Government of Jamaica in accordance with the objectives and priorities of the latter,

Have agreed to the following:

Article I. The assistance provided by the Government of Canada to the Government of Jamaica shall consist of goods and services in accordance with specific programmes and projects agreed upon from time to time between the two Governments.

Article II. The goods and services provided by the Government of Canada to the Government of Jamaica shall be financed by grant funds or by funds made available pursuant to loans the terms of which shall be agreed upon from time to time between the two Governments. The Government of Jamaica undertakes to repay such loans in accordance with the terms of repayment specified in loan agreements concluded with respect to such loans pursuant to Article III(b) of this Agreement.

Article III. In pursuance of the objectives of this Agreement, the Government of Canada and the Government of Jamaica, acting directly or through their appropriate agencies, may conclude from time to time subsidiary arrangements, evidence by letters, notes or memoranda in writing, relating to the following matters:

- (a) the responsibilities of each Government with respect to the support and conditions of service of teachers, advisers and other technical assistance personnel assigned by the Government of Canada to serve in Jamaica in response to requests of the Government of Jamaica;
- (b) the amount, purposes, terms and conditions of development loans made by the Government of Canada to the Government of Jamaica;
- (c) the establishment of counterpart fund accounts and the conditions governing payment into and out of such accounts;

¹ Came into force on 5 May 1975 by signature, in accordance with article VII.

² United Nations, *Treaty Series*, vol. 392, p. 61.

- (d) scholarships and training awards;
- (e) such other matters which may enable the two Governments to pursue jointly the objectives set forth in this Agreement.

Article IV. The following basic principles shall govern the provision of Canadian development assistance to Jamaica:

- (a) Except as may be otherwise agreed by the Parties from time to time in relation to specific projects, costs incurred in Jamaica shall be the responsibility of the Government of Jamaica.
- (b) The Government of Jamaica will indemnify and save harmless Canadian firms and Canadian personnel engaged in the provision of Canadian development assistance under an approved programme or project from civil liability resulting from or connected with acts performed in the course of their duties except in cases where it is agreed or is legally established that such acts result from wilful misconduct, or are in themselves criminal or fraudulent in nature, or constitute actionable negligence arising from failure to meet accepted professional standards in relation to the project involved. Unless otherwise agreed, this subparagraph will only apply to Canadian firms and Canadian personnel engaged in programmes or projects of the Government of Jamaica, local Jamaican governmental authorities, their agencies and parastatal organizations.
- (c) The Government of Jamaica shall exempt Canadian firms, Canadian personnel engaged in the provision of Canadian development assistance under an agreed programme or project, and their dependents, from resident tax, local tax, income tax, or other taxes on income deriving from Canadian Government grants or loans and on other income earned outside Jamaica as well as from declarations relating to such exemptions.
- (d) The Government of Jamaica shall exempt Canadian firms, Canadian personnel engaged in the provision of Canadian development assistance under an agreed programme or project, and their dependents, from import, customs and other duties and taxes on necessary professional and technical equipment and reasonable quantities of personal and household effects, provided that such taxes shall be paid according to applicable Jamaican laws and regulations in respect of any such equipment or effects disposed of in Jamaica to anyone not entitled to equivalent exemptions.

Article V. Subsidiary arrangements concluded in accordance with Article III of this Agreement shall, unless the text thereof expressly states the contrary, be considered to be administrative arrangements only and not formal agreements binding in international law. Differences or disputes arising in the implementation of such arrangements or the interpretation of the provisions of the memoranda embodying them shall be settled by negotiation between the two Governments or in such other manner as may be agreed upon from time to time by the two Governments.

Article VI. The present Agreement may be amended by agreement of the Contracting Parties, through an Exchange of Notes.

Article VII. This Agreement shall enter into force on the date of its signature: it shall remain in force for five years and shall continue in force for further periods of five years unless one of the Contracting Parties gives written notice of termination at least six months prior to the end of any such five-year period.

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

DONE in duplicate at Kingston this 5th day of May 1975, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé cet Accord.

CONCLU en double exemplaire à Kingston ce 5^e jour de mai 1975, en anglais et en français, chacune des versions faisant également foi.

For the Government of Canada:
Pour le Gouvernement du Canada :

[Signed — Signé]
P. E. TRUDEAU

For the Government of Jamaica:
Pour le Gouvernement de la Jamaïque :

[Signed — Signé]
M. N. MANLEY
