

No. 14190

**CANADA
and
COLOMBIA**

General Agreement on technical co-operation (with annexes). Signed at Bogotá on 17 November 1972

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

**CANADA
et
COLOMBIE**

**Accord général de coopération technique (avec annexes).
Signé à Bogotá le 17 novembre 1972**

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

GENERAL AGREEMENT¹ ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF COLOMBIA

The Government of Canada and the Government of Colombia, wishing to strengthen existing cordial relations between the two states and their people, and moved by the desire to develop technical cooperation between the two countries in conformity with the objectives of economic and social development of the Republic of Colombia, have agreed to the following:

Article I. The Government of Canada will do and perform those things referred to in the document that is hereto attached, entitled "Responsibilities of the Government of Canada" and marked "Annex A", at the times and the manner set out.

Article II. The Government of Colombia will do and perform those things referred to in the document that is attached hereto, entitled "Responsibilities of the Government of Colombia" and marked "Annex B", at the times and in the manner set out.

Article III. The technical cooperation program will provide for:

- (1) Scholarships and training awards in Canada;
- (2) Experts, instructors and technicians to work in the Republic of Colombia;
- (3) The elaboration of studies and projects designed to contribute to the economic and social development of the Republic of Colombia.

Article IV. Unless specified to the contrary in the present agreement or in a subsequent amendment hereto, or in a particular agreement derived from the present agreement, the Government of Colombia, through the appropriate Agency, will pay all the expenses occasioned by the personnel provided by Canada, serving under the cooperation programme organised by the Government of Canada and the Government of Colombia, provided that the work of the said personnel within the cooperation programme be previously authorized by the competent Colombian authorities.

Article V. The articles of the present agreement and Annex A and Annex B all form an integral part of the present agreement.

Article VI. The Government of Colombia will indemnify Canadian firms and personnel provided by Canada, engaged in the provisions of Canadian development assistance under an agreed programme or project from and against civil liability arising in the course of performance of duties.

Article VII. The Government of Colombia will exempt Canadian firms and personnel provided by Canada including the dependents, who are engaged in a programme of technical cooperation approved by the Government of Colombia from all classes of resident tax, local tax, or other taxes on remunerations received from the Canadian Government as well as those received from the Colombian

¹ Came into force on 12 December 1974, the date of the exchange of notes by which the Parties notified each other of the completion of all the necessary formalities, in accordance with article XIII.

Government provided for in the programme or project as well as from the obligations to present any written declaration with relation to the above noted exemptions.

Article VIII. The Government of Colombia will exempt personnel provided by Canada and their dependents as well as Canadian companies, working in a programme of technical cooperation, or a project, approved by the Colombian authorities, from import, customs and other duties and taxes for technical or professional equipment, for an automobile, as well as the personal and household effects on the personnel provided by Canada, subject to their re-exportation or the termination of the utility of such effects or to the disposition of the same to persons enjoying the same exemptions or to the Colombian Government, or in accordance with legislation decrees No. 3135 of 1956 and No. 232 of 1967.

Article IX. The Government of Colombia will exempt personnel provided by Canada, working on projects of Canadian technical cooperation approved by the Government of Colombia from duties and import taxes and other taxes for medicinal products, food-stuffs, beverages, and other articles of daily use imported, subject to Colombian regulations in effect, for the personal requirements of the personnel provided by Canada and their families.

Article X. The Government of Colombia will grant personnel provided by Canada and their dependents freedom from foreign exchange restrictions in respect of the re-export of funds imported into Colombia by them.

Article XI. 1. Subsidiary agreements concluded in accordance with the present agreement shall be considered to be administrative arrangements only and not formal agreements binding the parties in international or domestic law.

2. Differences which may arise in the implementation of the provisions contained therein shall be settled by negotiations between the Government of Canada and the Government of Colombia, or in such other way as may be mutually accepted by the parties to the present agreement.

Article XII. The present agreement and the annexes hereto may be amended by agreement of the parties. The annexes to the present agreement may also be amended by exchange of letters between the parties or between their designated agencies, provided that such amendments shall be within the scope of the present agreement.

Article XIII. The present agreement shall enter into force on the date of the exchange of notes by which the Government of Canada and the Government of Colombia notify each other that all formalities in respect of the present agreement have been complied with, and shall remain in force unless terminated by either party on six months notice to the other party. Such termination shall not affect the validity of the contracts already concluded or the guarantees already furnished under the terms of this agreement.

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

DONE in two copies at Bogotá this seventeenth day of November 1972, in the English, French and Spanish languages, each version being equally authentic.

[Signed — Signé]¹

[Signed — Signé]²

A N N E X A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

The Government of Canada will provide and pay for:

1. The salaries, fees, allowances or other emoluments, to personnel provided by Canada as set forth in the terms of employment or in the terms of contract, whichever are applicable;
2. The costs of travel for personnel provided by Canada and that of their dependents between their normal place of residence in Canada and the points of entry and departure in Colombia;
3. The costs of transporting, between the normal place of residence of personnel provided by Canada in Canada and the respective points of arrival and departure in Colombia, the household and personal effects of the personnel provided by Canada and their dependents plus the professional and technical equipment necessary to accomplish the effective performance of their duties;
4. The costs associated with the training of Colombian personnel in Canada as follows:
 - a) a per diem living allowance while in Canada;
 - b) a clothing allowance;
 - c) books, equipment or supplies as required for the programme being undertaken in Canada;
 - d) registration and other related fees;
 - e) necessary medical and hospital services;
 - f) economy air fare from an approved point of embarkation in Colombia to a designated destination in Canada and return;
 - g) transportation within Canada as required.

A N N E X B

RESPONSIBILITIES OF THE GOVERNMENT OF COLOMBIA — THROUGH THE APPROPRIATE AGENCY

The Government of Colombia, through the appropriate agency, shall provide:

1. (a) Housing containing basic hard furnishings, the standard of these to be equivalent to that normally accorded a civil servant of the Government of Colombia of comparable rank and seniority.
- (b) Living allowances as provided for in subsidiary agreements to this agreement concluded with respect to the various projects in Colombia, including personnel provided by Canada.

¹ Signed by Alfredo Vázquez Carrizosa—Signé par Alfredo Vázquez Carrizosa.

² Signed by Sidney A. Freifeld—Signé par Sidney A. Freifeld.

2. Transportation—subject to section 2 (c)
 - (a) between the point of entry and the duty station for personnel provided by Canada and their dependents, on their arrival in Colombia at the commencement of an assignment;
 - (b) between the duty station and the point of departure from Colombia, for the personnel provided by Canada and their dependents, on the completion of an assignment;
 - (c) for all official journeys, including transportation between the expert's official place of residence and his place of work wherever these two locations are not in close proximity. Such transportation to be of a similar standard to that normally accorded a civil servant of the Government of Colombia of comparable rank and seniority. In the event that the personnel provided by Canada have their own motor vehicles, and use them in lieu of official transportation, they shall be paid a fuel allowance at appropriate rates as are normally payable to civil servants of the Government of Colombia;
 - (d) between the points of entry and departure in Colombia and the duty station, for the professional and technical equipment and for the personal and household effects of the personnel provided by Canada and their dependents, such transportation costs to include, where applicable, customs clearance and temporary warehousing in relation to arriving shipments and export packing and temporary warehousing in relation to departing shipments.
 - (e) the provisions of this section shall apply to personnel provided by Canada only and not to their dependents where the duration of the stay by these personnel in Colombia has been determined by the Government of Canada to be less than six months.
 3.
 - (a) Subject to section 3 (b), medical facilities and treatment necessary for the health and well-being of personnel provided by Canada and their dependents, or where there are no such facilities or services the Government of Colombia shall reimburse personnel provided by Canada and their dependents for the cost of any medical attention rendered to them by a private practitioner of their own choosing;
 - (b) the same services as in section 3 (a) to personnel provided by Canada only and not to their dependents, where the duration of the stay by the personnel provided by Canada in Colombia has been determined by the Government of Canada to be less than six months.
 4. Office accommodations and services at Colombian 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 in order that personnel provided by Canada may carry out their assignment effectively.
 5. Assistance in expediting the clearance through customs of any personal and technical effects of personnel provided by Canada and of their dependents at any time.
 6. To all personnel provided by Canada, leave of a maximum period of four weeks per annum, which leave shall be taken in accordance with Canadian leave regulations, either inside or outside of Colombia at a time or times to be arranged between the personnel provided by Canada and the appropriate Colombian authorities.
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