

No. 14197

**CANADA
and
HAITI**

**General Technical Co-operation Agreement (with annexes).
Signed at Port-au-Prince on 12 July 1973**

Authentic texts: English and French.

Registered by Canada on 18 August 1975.

**CANADA
et
HAÏTI**

**Accord général de coopération technique (avec annexes).
Signé à Port-au-Prince le 12 juillet 1973**

Textes authentiques : anglais et français.

Enregistré par le Canada le 18 août 1975.

GENERAL TECHNICAL COOPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF HAITI

The Government of Canada and the Government of the Republic of Haiti, (herein-after called the Government of Haiti), wishing to strengthen the existing cordial relations between the two states and their peoples and moved by the desire to develop a program of technical co-operation between the two countries in conformity with the objectives of economic and social development of the Republic of Haiti, have agreed to the following:

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

- (1) The assignment of Canadian experts in Haiti in fields mutually agreed upon, namely: technical training, agriculture and fisheries;
- (2) The elaboration of studies and projects designed to contribute to the economic and social development of Haiti;
- (3) Any other form of assistance which may be mutually agreed upon.

Article II. The Government of Canada agrees to assume those responsibilities referred to in Annex A to this Agreement, entitled "Responsibilities of the Government of Canada".

Article III. The Government of Haiti agrees to assume those responsibilities referred to in Annex B to this Agreement, entitled "Responsibilities of the Government of Haiti".

Article IV. The Government of Canada shall be responsible for all costs incurred under this Agreement, under any amendment hereto under any subsidiary agreement to this Agreement, that are enumerated therein as being the specific responsibility of the Government of Canada. Conversely, the Government of Haiti shall be responsible for all costs under the aforementioned agreements that are enumerated therein as being the specific responsibility of the Government of Haiti. The Government of Haiti and the Government of Canada shall mutually agree for assuming the responsibility of all other costs under the aforementioned agreements which have not been specified as being the responsibility of one Government or the other.

Article V. The articles of this Agreement and the annexes (A) and (B) are considered to be an integral part of this Agreement.

Article VI. In this Agreement:

(1) "Canadian firms" shall mean those Canadian firms engaged in a program of technical co-operation under this Agreement or in an approved program or project established under a subsidiary agreement to this Agreement.

(2) "Canadian personnel" shall mean those Canadian experts engaged in a program of technical co-operation under this agreement or in an approved program or project established under a subsidiary agreement to this Agreement.

¹ Came into force on 12 July 1973 by signature, in accordance with article XVI.

Article VII. The Government of Haiti agrees that the Government of Canada shall be saved harmless from and against any civil liability whatsoever and that all Canadian firms and Canadian personnel who are engaged in an approved program or project established under a subsidiary agreement to this Agreement shall be saved harmless from and against civil liability arising out of or in the performance of their duties. Furthermore, under this guarantee the Government of Haiti agrees to protect the interest and assume the defense of all Canadian firms or Canadian personnel, as described, in the case of claims which may be made against them in the performance of their duties, except for those resulting from fraudulent acts or wilful misconduct.

Article VIII. The Government of Haiti shall exempt Canadian firms and Canadian personnel, including their dependents, from all resident and local taxes, including income taxes or other types of taxes, on any income arising outside of Haiti, or from Canadian aid funds or on their income coming from the Government of Haiti, as provided in this Agreement or any subsidiary agreement to this Agreement, as well as exempt them from the necessity of filing income tax returns in Haiti to justify these exemptions.

Article IX. The Government of Haiti shall grant duty free entry of technical and professional equipment, household and bona fide personal effects for the Canadian firms and the Canadian personnel, including their dependents, one automobile per expert, provided the expert is working in Haiti for a period of at least six months. These conditions shall be applicable provided that these goods shall be exported to Canada when the work of the expert has ended except for those goods which have become obsolete or those transferred to the Government of Haiti or to persons entitled to the same privileges.

Article X. The Government of Haiti, through the Representative of the Canadian Government in Haiti, and according to a basic quota to be determined later, shall grant Canadian personnel and their dependents for their personal needs duty free entry of medicinal products, food-stuffs, alcoholic beverages, and other articles of daily use provided such goods may be legally imported into Haiti.

Article XI. The Government of Haiti shall waive for Canadian personnel and their dependents foreign exchange restrictions in respect of the export of funds imported into Haiti by such persons.

Article XII. To reach the objectives of this Agreement, the Government of Canada and the Government of Haiti, acting directly or through their authorized agencies, may from time to time conclude subsidiary agreements, evidenced by letters, notes or memoranda, in respect of any program or project agreed upon and established in accordance with the conditions stipulated in Article I of this Agreement.

Article XIII. Unless it is specifically stated otherwise any and all subsidiary agreements entered into in accordance with Article XII of this Agreement shall be considered to be administrative arrangements only and not as formal treaties binding the two parties under national or international laws.

Article XIV. Differences which may arise in the interpretation and the implementation of the provisions of this Agreement, or any subsidiary agreement to this Agreement, shall be settled by negotiations between the Government of Canada and the Government of Haiti or any other manner mutually acceptable to the Parties to this Agreement.

Article XV. The Agreement and its Annexes may be amended by agreement of the two Parties. Annexes to this Agreement may also be amended by an exchange of letters or notes between the Parties to this Agreement or through their authorized agencies, provided that such amendment shall be within the scope of this Agreement.

Article XVI. This Agreement shall be effective on the date it is signed by the two Parties and shall remain effective as long as one Party or the other has not terminated it by six (6) months notice in writing. However, such termination shall not void the contracts already entered into and the guarantees already given under this Agreement.

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

DONE in four copies at Port-au-Prince this 12th day of July 1973, two in the English and two in the French language, each of which so executed shall be deemed to be an original.

D. A. RAYMOND
For the Government of the Republic of Haiti

W. M. WOOD
For the Government of Canada

A N N E X A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

The Government of Canada will provide and pay for:

1. The salaries, allowances or other emoluments, to Canadian firms or personnel as set forth in the terms of employment or in the stipulations of contract, whichever are applicable,
2. The costs of travel for Canadian personnel and their dependents between their normal place of residence in Canada and the point of entry and departure in Haiti;
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 Haiti, the household and personal effects of Canadian personnel and their dependents plus the professional and technical equipment necessary for the effective performance of their duties;
4. If Canada grants scholarships to Haitian citizens the following costs associated with their training in Canada:
 - (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) tuition, registration and other related fees;
 - (e) medical and hospital services;
 - (f) economy air fare from an approved point of embarkation in Haiti to a designated destination in Canada;
 - (g) transportation within Canada required in connection with the training sessions.

A N N E X B

RESPONSIBILITIES OF THE GOVERNMENT OF HAITI

1. The Government of Haiti shall provide and pay for:
 - 1.1 *Housing.* Housing containing basic hard furnishing for the experts assigned in a place outside Port-au-Prince, the standard of this to be equivalent to that normally accorded a civil servant of the Government of Haiti of comparable rank and seniority.
 - 1.2 *Transportation.* For all official journeys, including transportation between the expert's official place of residence and his places of work whenever 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 Haiti of comparable rank and seniority.
 - 1.3 *Administrative expenses.* Office accommodation and services according to Haitian standards, including, when required, furnishings, support personnel, basic technical and professional equipment, telephone, postal and other facilities needed to enable the Canadian personnel to carry out their assignment effectively.
 2. The Government of Haiti shall:
 - 2.1 Assist in expediting the clearance through customs of personal and household effects, and of technical and professional equipment of Canadian experts and their dependents.
 - 2.2 Grant to Canadian experts, leave for a maximum period of four weeks per annum, except teachers who shall be entitled to a maximum period of eight weeks per annum. Leave shall be taken in accordance with Canadian leave regulations, either inside or outside Haiti at a time to be approved by the appropriate Haitian authorities.
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