

No. 14200

**CANADA
and
COSTA RICA**

**Technical Co-operation Agreement (with annexes). Signed
at San José on 24 July 1973**

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

**CANADA
et
COSTA RICA**

**Accord général de coopération technique (avec annexes).
Signé à San José le 24 juillet 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 COSTA RICA

The Government of Canada and the Government of Costa Rica, 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 in Costa Rica, have agreed to the following:

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

- (1) Scholarships, fellowships and training awards for Costa Rican citizens in Canada, or in a third country;
- (2) Canadian experts, instructors, and technicians to work in Costa Rica;
- (3) Such equipment and materials as may be required for the successful execution of projects of technical co-operation in Costa Rica;
- (4) The elaboration of studies, and projects designed to contribute to the social and economic development of Costa Rica;
- (5) Any other form of assistance which may be mutually agreed upon.

Article II. The Government of Canada agrees to assume all those responsibilities referred to in Annex A to this Agreement, entitled "Responsibilities of the Government of Canada", at the time and in the manner set out.

Article III. The Government of Costa Rica or its institutions agrees to assume all those responsibilities referred in Annex B of this Agreement, entitled "Responsibilities of the Government of Costa Rica", at the time and in the manner set out. The scope of these responsibilities may be modified in relation to specific projects.

Article IV. The Government of Canada shall be responsible for all costs incurred under this Agreement, under any amendment hereto, or under subsidiary agreement that are enumerated therein as being the responsibility of the Government of Canada. The Government of Costa Rica shall be responsible for all costs under the present agreement that are not designated as being the responsibility of the Government of Canada.

Article V. In this Agreement

- (1) "Canadian firms" shall mean those Canadian firms engaged in this program of technical co-operation or in an approved program or project established under a subsidiary agreement.
- (2) "Canadian personnel" shall mean all those persons contracted within this program of technical co-operation through the present Agreement for an approved program or project established under a subsidiary agreement.

¹ Came into force on 15 May 1975, the date of the exchange of the instruments of ratification, which took place at San José, in accordance with article XIV.

Article VI. The Government of Costa Rica shall indemnify and save harmless the Government of Canada, Canadian firms, Canadian personnel and those persons for whom they have assumed responsibility and are engaged in an approved project or program, from and against civil liability arising out of or in the course of the performance of their duties, except those arising from wilful misconduct.

Article VII. The Government of Costa Rica shall exempt Canadian firms and Canadian personnel including their dependents from all types of resident tax, local taxes, income tax or any other type of taxes, on remuneration received from sources outside Costa Rica, from Canadian aid funds or from the Government of Costa Rica as provided for in this Agreement or any subsidiary agreement, as well as from the obligation to present any written declaration in relation to these exemptions.

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

Article IX. The Government of Costa Rica shall exempt Canadian personnel and their dependents from 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 Costa Rica for the personal requirements of the Canadian personnel and their families.

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

Article XI. In fulfilment of the objectives of the present Agreement, the Government of Canada and the Government of Costa Rica, acting directly or through their competent agencies, may conclude subsidiary agreements in the form of an exchange of notes, letters or memoranda, with respect to the following:

- i) any agreed program or project established under the provisions of Article I of this Agreement;
- ii) changes in the responsibilities assumed by 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 attain jointly the objectives of this Agreement.

All subsidiary agreements concluded in accordance with the provisions of this article in any form, shall make specific reference to this Agreement.

Article XII. Unless it is specifically stated otherwise, any subsidiary agreement concluded in accordance with this Agreement shall be considered to be administrative arrangements only.

Article XIII. Differences which may arise in the implementation of the provisions of this Agreement, or of any subsidiary agreement, shall be settled by means of negotiations between the Government of Canada and the Government of Costa Rica, or in any other manner mutually agreed upon by the parties.

Article XIV. The present Agreement shall be ratified and the instruments of ratification shall be exchanged as soon as possible. It shall enter into force on the date of the exchange of instruments of ratification, and shall remain in force unless one of the parties gives notice of termination to the other at least six months in advance. Such termination shall not affect the validity of the contracts already negotiated nor the guarantees already furnished under the terms of this Agreement.

Article XV. The Annexes of the present Agreement may be amended by agreement of the parties through an exchange of letters between them, subject to the requirements that such amendment 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 José this 24th day of July of 1973, in the English, French and Spanish languages, each version being equally authentic.

[Signed]¹
For the Government
of Costa Rica

[Signé]²
For the Government
of Canada

A N N E X A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

The Government of Canada shall provide and pay for:

1. The salaries, fees, allowances or other emoluments of the Canadian personnel as set forth in the conditions of employment or in the terms 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 points of entry and departure in Costa Rica.
3. The costs of transporting, between the normal place of residence of the Canadian personnel in Canada and the respective points of arrival and departure in Costa Rica, personal effects and household articles of the Canadian personnel and their dependents, plus the professional and technical equipment necessary to accomplish the effective performance of their duties.
4. The costs associated with the professional training of Costa Rican 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 program being undertaken in Canada or in a third country;
 - (d) registration and other related fees;
 - (e) necessary medical and hospital services;

¹ Signed by Gonzalo J. Facio

² Signed by G. C. Langille.

- (f) economy air fare from an approved point of embarkation in Costa Rica 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 implementation of the program as specified in subsidiary agreements.

A N N E X B

RESPONSIBILITIES OF THE GOVERNMENT OF COSTA RICA

The Government of Costa Rica or its Agencies shall provide and pay for:

1. (a) Normal hotel expenses, including meals, for the Canadian personnel and their dependents until they are able to obtain permanent accommodation, as well as for the period immediately prior to departure, after vacating their permanent accommodation;
 - (b) Subject to article (c) below, housing containing basic furnishings of the standard equivalent to that normally accorded a civil servant of the Government of Costa Rica of comparable rank and seniority;
 - (c) Where the duration of any stay by Canadian personnel in Costa Rica has been determined by the Government of Canada to be less than six months, suitable hotel or temporary accommodation, three meals a day and normal related services.
2. The cost of hotel or other suitable temporary living quarters plus meals for Canadian personnel, but not for their dependents, at a level that is normally accorded a civil servant of the Government of Costa Rica of comparable rank and seniority, while travelling on duties arising from their assignment.
3. *Transportation*
- (a) Between the point of entry and the place of residence of Canadian personnel and their dependents, on their arrival in Costa Rica at the commencement of their assignment;
 - (b) Between the place of residence and point of departure from Costa Rica, of the Canadian personnel and their dependents, on the completion of their assignment;
 - (c) For all official journeys, including transportation between the place of residence of the Canadian personnel and his place of work wherever these two locations are not in close proximity. Such transportation will be of a similar standard to that normally accorded a civil servant of the Government of Costa Rica of comparable rank and seniority. In the event that the Canadian personnel have their own motor vehicles, and use them in lieu of official transportation, they shall be paid an allowance per kilometer at appropriate rates as are normally payable to civil servants of the Government of Costa Rica;
 - (d) Between the points of entry and departure in Costa Rica and the final destination of the professional and technical equipment and of the personal and household effects of the Canadian personnel and their dependents. Such transportation costs shall 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 foregoing paragraphs of this section shall apply only to Canadian personnel and not to their dependents if the duration of the stay of such personnel in Costa Rica has been fixed by the Government of Canada at less than six months.
4. (a) Subject to article 4 (b) medical facilities and treatment necessary for the health and well-being of Canadian personnel and dependents, or where there are no such facilities or services the Government of Costa Rica shall reimburse Canadian personnel 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 4 (a) to Canadian personnel only and not to their dependents, where the duration of the stay by the Canadian personnel in Costa Rica has been determined by the Government of Canada to be less than six months.
5. Office accommodation and services at Government of Costa Rica 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 Canadian personnel may carry out their assignment effectively.
 6. Assistance in the clearance through customs of any personal or technical effects of Canadian personnel and of their dependents.
 7. 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 Costa Rica at such time as may be arranged between the Canadian personnel and the appropriate Costa Rican authorities.

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