

**No. 17691**

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**CANADA  
and  
GUATEMALA**

**General Agreement on technical co-operation (with annexes). Signed at Guatemala City on 16 February 1976**

*Authentic texts: English, Spanish and French.  
Registered by Canada on 11 April 1979.*

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**CANADA  
et  
GUATEMALA**

**Accord général de coopération technique (avec annexes).  
Signé à Guatemala le 16 février 1976**

*Textes authentiques : anglais, espagnol et français.  
Enregistré par le Canada le 11 avril 1979.*

## GENERAL AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

The Government of Canada and the Government of the Republic of Guatemala (hereinafter called the “Government of Guatemala”), wishing to strengthen the cordial relations existing 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 Government of Guatemala, have agreed to the following:

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

- (1) Scholarships, fellowships and training awards for Guatemalan citizens in Canada or in a third country;
- (2) Canadian experts, instructors and technicians to work in Guatemala;
- (3) Such equipment and materials as may be required for the successful execution of projects of technical co-operation in Guatemala;
- (4) The elaboration of studies and projects designed to contribute to the social and economic development of Guatemala;
- (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 the document attached hereto, entitled “Responsibilities of the Government of Canada” and marked “Annex A”, at the time and in the manner set out. The scope of these responsibilities may be modified in relation to specific programs or projects in accordance with the procedure set out in article XII.

*Article III.* The Government of Guatemala agrees to assume all the responsibilities referred to in the document attached hereto, entitled “Responsibilities of the Government of Guatemala” and marked “Annex B”, at the time and in the manner set out. The scope of these responsibilities be modified in relation to specific programs or projects, in accordance with the procedure set out in article XII.

*Article IV.* Annexes A and B are integral parts of the present Agreement.

*Article V.* The Government of Canada shall be responsible for all costs to be incurred under the present Agreement, under any subsidiary arrangement or loan agreement that are enumerated therein as being the responsibility of the Government of Canada. The Government of Guatemala shall be responsible for all costs to be incurred under the present Agreement that are not designated as being the specific responsibility of the Government of Canada; the same shall apply to all costs to be incurred under any subsidiary arrangement or loan agreement that are not designated therein as being the specific responsibility of the Government of Canada; it being understood, however, that the Parties will endeavour to the extent possible to determine such costs beforehand.

<sup>1</sup> Came into force on 26 October 1976, i.e., the date of the note informing the Government of Canada of its approval in conformity with the laws and Constitution of Guatemala, in accordance with article XV.

*Article VI.* In this Agreement:

(1) "Canadian firms" shall mean those Canadian or foreign firms or institutions engaged by the Government of Canada in the program of technical co-operation referred to in the present Agreement, or in any approved program or project established under a subsidiary arrangement or a loan agreement.

(2) "Canadian personnel" shall mean those Canadian or foreign personnel engaged by the Government of Canada in the program of technical co-operation referred to in the present Agreement, or in any approved program or project established under a subsidiary arrangement or a loan agreement; the term "Canadian personnel" shall not include nationals of Guatemala or foreign residents;

(3) "Dependent" shall mean:

(a) The spouse of a member of the Canadian personnel; or

(b) The child of a member of the Canadian personnel or of the spouse of a member of the Canadian personnel who is under twenty-one (21) years of age and dependent on one of them for support or, being twenty-one (21) years of age or more, who is dependent on one of them for support by reason of mental or physical incapacity;

(4) "Subsidiary arrangement" shall mean any arrangement concluded in accordance with the provisions of article XII of the present Agreement.

*Article VII.* The Government of Guatemala shall grant immunity of jurisdiction to Canadian firms and to Canadian personnel when those firms and personnel are in the performance of their duties under the program of technical co-operation referred to in the present Agreement, under any approved project or program established under a subsidiary arrangement or under a loan agreement except where it is established by the Courts that the damages caused to third parties by such Canadian firms and Canadian personnel result from an intentional act or criminal negligence on their part.

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

*Article IX.* The Government of Guatemala shall exempt Canadian firms and Canadian personnel, including their dependents, from import duties, customs tariff, levies and any other duties, taxes or charges on vehicles, technical and professional equipment, and on personal and domestic effects, subject to their re-exportation except for those in bad condition or which are transferred to other persons who enjoy similar exemptions. Moreover, each member of the Canadian personnel will be permitted to import or export, free of customs duties, sales taxes and other duties, one automobile for personal use. This privilege may be used at three-year intervals. Disposition or sale of any such automobile shall be subject to the regulations applicable to the vehicles of officials of international organizations.

*Article X.* The Government of Guatemala shall exempt Canadian personnel and their dependents from import duties, customs tariff, levies and any other duties,

taxes or charges on medicinal products, food-stuffs, alcoholic beverages and other articles of daily use that may be legally imported into Guatemala when such articles are shipped directly from its country of origin for the personal requirements of the Canadian personnel and their dependents.

*Article XI.* The Government of Guatemala shall free Canadian personnel and their dependents from the obligation to obey currency exchange restrictions in respect of the re-exportation of funds imported by them into the Republic of Guatemala.

*Article XII.* 1. In the attainment of the objectives of the present Agreement, the Government of Canada and the Government of Guatemala, acting directly or through their competent agencies, may conclude subsidiary arrangements, in the form of exchange of notes, letters or memoranda, with respect to the following:

- (a) Any agreed program or project established under the provisions of article I of this Agreement;
- (b) 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;
- (c) Any other matters which may enable the two Governments to carry out jointly the objectives of the present Agreement.

2. All subsidiary arrangements concluded in accordance with this Article in any form, shall make specific reference to this Agreement.

3. Unless it is specifically stated otherwise, the said subsidiary arrangements shall be considered to be administrative arrangements.

*Article XIII.* 1. The Government of Canada and the Government of Guatemala may conclude loan agreements in relation to any agreed program or project established under the provisions of article I of the present Agreement.

2. The loan agreements concluded in accordance with paragraph 1 of this article shall make specific reference to this Agreement and shall be the subject matter of formal agreements between the Contracting Parties.

*Article XIV.* Differences which may arise in the application of the provisions of this Agreement, of any amendment thereto, or of any subsidiary arrangement shall be settled by means of negotiations between the Government of Canada and the Government of Guatemala, or in any other manner mutually agreed upon by the Parties.

*Article XV.* The present Agreement shall enter into force upon the date of the Note from the Government of Guatemala informing the accredited Canadian diplomatic mission that the Agreement has been approved in accordance with the provisions of the laws and the Constitution of the Republic of Guatemala.

## ANNEX 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 the contract, whichever is applicable;
- (2) The cost of travel for Canadian personnel and their dependents between their normal place of residence in Canada and their points of entry and departure in Guatemala;
- (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 Guatemala, personal effects and household articles of the Canadian personnel and their dependents, plus the technical and professional equipment necessary for the effective performance of their duties;
- (4) The costs associated with the professional training of persons from Guatemala 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;
  - (f) Economy air fare from an approved point of embarkation in Guatemala 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) The equipment and material required for the implementation of any program or project as specified in subsidiary arrangements.

## ANNEX B

## RESPONSIBILITIES OF THE GOVERNMENT OF GUATEMALA

The Government of Guatemala shall provide and pay for:

- (1)
  - (a) Normal hotel expenses, including meals, for a period not exceeding thirty (30) days, for the Canadian personnel and their dependents until they are able to obtain permanent accommodation, and for a period not exceeding seven (7) days immediately prior to their departure, after they have vacated their permanent accommodation;
  - (b) Subject to sub-paragraph (c), housing containing basic furnishing of the standard equivalent of that normally accorded a public servant of the Government of Guatemala of comparable rank and seniority, or a housing allowance to be determined in subsidiary arrangements;
  - (c) Where the length of stay of any Canadian personnel 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, or an equivalent allowance to be determined in subsidiary arrangements;
- (2) The cost of hotel or other suitable temporary living quarters plus meals for Canadian personnel, but not for their dependents, at a level corresponding to their status and rank, while required to travel on duty;

- (3) Transportation:
- (a) Between the point of entry and the place of residence of Canadian personnel and their dependents, on their arrival in Guatemala, at the beginning of their assignment;
  - (b) Between the place of residence and the point of departure from Guatemala, of the Canadian personnel and their dependents, upon 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, whenever the two locations are not in close proximity; said transportation will be of a standard similar to that normally accorded a public servant of the Government of Guatemala; 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 the same rate as is normally paid to public servants of the Government of Guatemala of comparable rank and seniority;
  - (d) Between the points of entry and departure in Guatemala 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 also include, where applicable, customs clearance and temporary warehousing in connection with arriving shipments and export packing and temporary warehousing in connection with departing shipments;
  - (e) The foregoing paragraphs of this section shall apply only to the Canadian personnel and not to their dependents if the length of stay of such personnel in Guatemala has been fixed by the Government of Canada at less than six months;
- (4) (a) Subject to sub-paragraph (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 Guatemala shall reimburse Canadian personnel and their dependents for the cost of any medical attention rendered to them by a private practitioner of their own choice;
- (b) The services mentioned in sub-paragraph (a), to Canadian personnel but not to their dependents, when the length of stay of the Canadian personnel in Guatemala has been determined by the Government of Canada to be less than six months;
- (5) Office accommodation and services at Government of Guatemala standards, including appropriate suitable office space and furnishings, clerical staff and stenographers and other professional and technical equipment, telephone, postal and other facilities designed to help Canadian personnel carry out their task effectively;
- (6) Assistance in the clearance through customs of the personal household and technical effects of Canadian personnel and 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 Guatemala, at such time as may be arranged between the Canadian personnel and the appropriate authorities of the Government of Guatemala.
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