

No. 24955

**CANADA
and
THAILAND**

**Agreement on development co-operation (with annexes).
Signed at Bangkok on 5 January 1983**

Authentic texts: English, French and Thai.

Registered by Canada on 16 July 1987.

**CANADA
et
THAÏLANDE**

**Accord relatif à la coopération au développement (avec
annexes). Signé à Bangkok le 5 janvier 1983**

Textes authentiques : anglais, français et thaï.

Enregistré par le Canada le 16 juillet 1987.

AGREEMENT¹ ON DEVELOPMENT CO-OPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE KINGDOM OF THAILAND

The Government of Canada and the Government of the Kingdom of Thailand,
Wishing to strengthen the existing cordial relations between the two countries
and their peoples, and

Desiring to foster development co-operation between the two countries in
conformity with the objectives of economic and social development of the
Government of the Kingdom of Thailand,

Have agreed as follows:

Article I. The Government of Canada and the Government of the Kingdom
of Thailand shall promote a programme of development co-operation, between
their two countries, consisting of the following components:

- (a) The sending of appraisal and evaluation missions to Thailand to study and
analyze development projects;
- (b) The granting of scholarships to Thai nationals for studies and professional
training in Canada, Thailand, or a third country;
- (c) The assignment of Canadian experts, advisers and other specialists to
Thailand;
- (d) The provision of equipment, materials, goods and services required for the
successful execution of development projects in Thailand;
- (e) The development and carrying out of studies and projects designed to
contribute to the attainment of the objectives of this Agreement;
- (f) The encouragement and promotion of relations firms, institutions and persons
of the two countries; and
- (g) Any other form of assistance which may mutually [be] agreed upon.

Article II. 1. In support of the objectives of this Agreement, the Govern-
ment of Canada and the Government of the Kingdom of Thailand may conclude
subsidiary arrangements in respect of specific projects involving one or several
components of the programme described in Article I.

2. Unless stated otherwise, subsidiary arrangements concerning grants or
contributions from the Government of Canada shall be considered as adminis-
trative arrangements.

3. Subsidiary arrangements shall make specific reference to this
Agreement.

Article III. Unless otherwise indicated, the Government of Canada shall
assume the responsibilities described in Annex A and the Government of the
Kingdom of Thailand shall assume the responsibilities described in Annex B in
respect of any specific project established under a subsidiary arrangement.
Annexes A and B shall be integral parts of this Agreement.

¹ Came into force on 5 January 1983 by signature, in accordance with article XVI.

Article IV. For the purposes of this Agreement:

(a) “Canadian firms” means Canadian firms or institutions engaged in any project established under a subsidiary arrangement;

(b) “Canadian personnel” means Canadians or persons who are not Thai nationals or permanent residents of Thailand, who are working in Thailand on any project established under a subsidiary arrangement; and

(c) “Dependant” means the spouse of a member of the Canadian personnel or any other person recognized as dependant by the Government of Canada and by the Government of the Kingdom of Thailand.

Article V. The Government of the Kingdom of Thailand shall indemnify Canadian firms and Canadian personnel against civil liability for acts or omissions occurring in the performance of their functions in Thailand except where it is legally established under Thai law that such acts or omissions result from or are attributable to gross negligence or wilful misconduct on their part.

Article VI. The Government of the Kingdom of Thailand shall exempt Canadian firms and Canadian personnel from income taxes or other similar types of taxes on income, profits, salaries, wages and other similar remuneration derived from activities performed or assignment in Thailand under this Agreement or any subsidiary arrangement. Furthermore, Canadian firms and Canadian personnel will be exempt from income taxes on all other income arising from activities or business carried on outside of Thailand which is not transferred into Thailand.

Article VII. The Government of the Kingdom of Thailand shall exempt from customs duties, taxes and other charges of similar nature, technical and professional equipment and materials imported into Thailand, for the execution of projects subject to their reexportation or to the termination of the useful life of such effects or to the disposal of same to persons enjoying similar exemptions.

Article VIII. The Government of the Kingdom of Thailand shall exempt Canadian personnel upon their first arrival in Thailand and for a period of six (6) months thereafter, from customs duties, other duties, taxes, levies, and other charges of similar nature, on personal and household effects imported into Thailand for their personal use, including household appliances, subject to the re-exportation or to the termination of the useful life of such effect or to the disposal of said effects to persons enjoying similar exemptions.

Article IX. Each member of the Canadian personnel may import or export free of customs duties, other duties, taxes, levies and other charges of a similar nature, a vehicle that conforms to Thai regulations for his or her personal use and use of his or her dependants. This privilege shall be exercised in accordance with regulations governing the purchase, sale or disposal of vehicles of experts who are posted in Thailand under the technical cooperation programmes of the Colombo Plan.

Article X. The Government of the Kingdom of Thailand shall exempt funds, equipment, products, materials and any other goods imported into Thailand from Canada or any other country for the execution of projects established under any subsidiary arrangement from all taxes and customs duties. Inspection fees or storage charges and all other levies, duties, fees or charges occurring in Thailand, shall be the responsibility of the Government of the Kingdom of Thailand.

Article XI. The Government of the Kingdom of Thailand shall facilitate for Canadian firms and Canadian personnel the re-exportation of their funds in accordance with rules and procedures laid down by the Bank of Thailand and consistent with the rights and obligations of Thailand as a member of the International Monetary Fund.

Article XII. Upon request, the Government of the Kingdom of Thailand shall inform Canadian firms and Canadian personnel of local laws and regulations which may concern them in the performance of their duties.

Article XIII. The Government of Canada and the Government of the Kingdom of Thailand will endeavour to consult each other in respect of any matter that may from time to time arise from or in connection with this Agreement.

Article XIV. Differences which may arise relating to the interpretation and application of the provisions of this Agreement or of any subsidiary arrangement shall be settled by means of negotiations between the Government of Canada and the Government of the Kingdom of Thailand or in any other manner mutually agreed upon by the parties.

Article XV. This Agreement shall replace and supersede the Exchange of Notes, dated May 19, and July 22, 1966, between the Government of Canada and the Government of the Kingdom of Thailand concerning experts provided under the technical cooperation programmes of the Colombo Plan.

Article XVI. This Agreement shall enter into force on signature and shall remain in force until terminated by either party on six months' notice in writing to the other party. The responsibilities of the Government of Canada and the Government of the Kingdom of Thailand with regard to projects being carried out by virtue of subsidiary arrangements entered into pursuant to Article II of this Agreement and begun prior to the receipt of the termination notice referred to above shall continue until completion of such projects as if the present Agreement remained in force in respect of and for the whole duration of such projects.

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

DONE in duplicate at Bangkok, this 5th day of January 1983, in English, French, and Thai, each version being equally authentic.

For the Government
of Canada:

FRED BILD

Ambassador Extraordinary
and Plenipotentiary

For the Government
of the Kingdom of Thailand:

Air Chief Marshal
SIDDHI SAVETSILA

Minister of Foreign Affairs

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in subsidiary arrangements, the Government of Canada shall finance the following expenditures based on the rates authorized in its regulations.

(A) Expenditures related to Thai scholarship holders:

- (1) Registration and tuition fees, books, supplies or materials required;
- (2) A living allowance, including an accommodation and clothing allowance;
- (3) Medical and hospital expenses;
- (4) Economy-class fares for international or domestic travel by air or any other approved means of transportation, in compliance with the requirements of the scholarship programme.

(B) Expenditures related to Canadian personnel:

- (1) Their salaries, fees, allowances and other benefits;
- (2) Their travel expenses and those of their dependants between their normal place of residence and the port of entry and departure in Thailand;
- (3) The cost of shipping, between their normal place of residence and the port of entry and departure in Thailand, their personal and household effects, those of their dependants, and the professional and technical materials required by the said personnel for the execution of their duties.

(C) Expenditures related to certain projects:

- (1) The cost of professional and other services required for the execution of projects;
- (2) The cost of providing equipment, materials, supplies and other goods and of the transportation of same to the port of entry in Thailand.

II. Contracts for the purchase of goods or commissioning of services required for the execution of projects shall be signed by the Government of Canada or one of its agencies. However, it may be provided in any subsidiary arrangements entered into pursuant to the Agreement that such contracts shall be signed by Thailand in accordance with the terms and conditions specified in said subsidiary arrangements.

III. The Canadian Government shall provide the Government of the Kingdom of Thailand in a timely manner with the names of the Canadian personnel and their dependants entitled to the rights and privileges set forth in the Agreement or in any subsidiary arrangements.

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF THE KINGDOM OF THAILAND

I. Unless otherwise indicated in subsidiary arrangements, the Government of the Kingdom of Thailand shall provide or pay for the following expenditures based on its financial regulations or the rates authorized in the Local Allowance and Privileges Accorded to Foreign Experts under Technical Assistance Programme in Thailand administered by the Department of Technical and Economic Cooperation of Thailand:

1. Allowances for housing for Canadian personnel on assignment for more than six (6) months, including
 - (a) An amount for temporary accommodation on arrival; and
 - (b) A monthly contribution for the period of assignment;
2. Expenditures related to medical care and hospitalization;
3. The cost of transportation and official travel to be covered where appropriate and possible by the Thai executing agency, including
 - (a) Travel between the port of entry and the place of residence on arrival and departure;
 - (b) Transportation of personal and household effects from and to the port of entry;
 - (c) Travel on official business, including appropriate living and accommodation allowance; and
 - (d) Allowances for use of personal car;
4. Furnished premises and office services in compliance with the standards of the Government of the Kingdom of Thailand including adequate facilities and materials, support staff, and telephone, mail and any other services which the Canadian personnel or the Canadian firms would need in order to carry out their duties;
5. The timely recruiting and seconding of counterparts when required for the project;
6. The cost of transportation of the professional and technical material and equipment required by the project personnel in the performance of their functions in Thailand between the port of entry and the project sites at the beginning of their assignment and, upon completion of the said assignment, between the project sites and the port of departure;
7. Any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties;
8. Any official which may be required for the purposes of expediting the clearance through customs of equipment, products, materials, supplies, and other goods required for the execution of projects and of the personal and household effects of Canadian personnel and their dependants;
9. Where appropriate and possible, the Thai executing agency shall be responsible for the storage and payment of any like charges or fees for articles mentioned in paragraph 8 above during the period when such articles are held at customs and any measures required to protect these articles against natural elements, theft, fire and any other hazard unless it can be established that Canadian firms or Canadian personnel are responsible for the delay;
10. The prompt inland transportation of all equipment, products, materials, supplies and other imported goods required for the execution of projects, from the port of entry in Thailand to project sites;
11. All permits, licences and other documents necessary to enable Canadian firms and Canadian personnel to carry out their respective functions in Thailand;

12. All necessary visas and all import or export permits, as the case may be, for the Canadian personnel and their dependants, for equipment, materials, supplies or goods required for the execution of projects, the professional and technical equipment and the personal and household effects of said personnel;

13. Permission to use approved means of communication in Thailand depending on the needs of programmes and projects;

14. Reports, records, maps, statistics and other information related to projects and likely to assist Canadian personnel in carrying out their duties;

15. Other measures within its jurisdiction which may facilitate the execution of projects.

II. The Government of the Kingdom of Thailand acknowledges that each member of the Canadian personnel shall be entitled to a period of annual leave.

III. 1. The Government of the Kingdom of Thailand shall ensure that employment shall be available to Thai scholarship holders who are Government officials upon completion of their programme of study.

2. The Government of the Kingdom of Thailand shall ensure that all scholarship holders nominated by the Government of the Kingdom of Thailand, before commencing their programme of study, obtain a bond payable in favour of the Government of the Kingdom of Thailand in accordance with government procedures and regulations.

3. The Government of the Kingdom of Thailand shall arrange that all scholarship holders nominated by the Government of the Kingdom of Thailand, before commencing their programme of study, obtain a bond payable in favour of the Government of Canada, that they will return to Thailand upon completion of the said programme of study. The amount of the said bond shall be for the estimated expenditures to be incurred for the programme as described in paragraph I(A) of Annex A of the Agreement.

IV. Nothing contained in the present Annex shall be interpreted as restricting, limiting or diminishing in any manner the exemptions, privileges, payments or other advantages not specifically mentioned herein, which are granted by the Government of the Kingdom of Thailand to personnel or firms from countries other than Canada, who are working in Thailand under technical cooperation programmes between Thailand and other countries. Without limiting the generality of the foregoing, the allowances provided to Canadian personnel shall be adjusted each time the allowances specified in the Local Allowance and Privileges Accorded to Foreign Experts under Technical Assistance Programme in Thailand administered by the Department of Technical and Economic Cooperation of Thailand, are revised.