No. 24980

CANADA
and
SAINT KITTS AND NEVIS

Agreement on air services (with annex). Signed at Nassau on 18 October 1985

Authentic Texts: English and French.

Registered by Canada on 16 July 1987.

CANADA
et
SAINT-KITTS-ET-NEVIS

Accord de services aériens (avec annexe). Signé à Nassau le 18 octobre 1985

Textes authentiques : anglais et français.

Enregistré par le Canada le 16 juillet 1987.

AGREEMENT[1] BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE FEDERATION OF ST. CHRISTOPHER AND NEVIS ON AIR SERVICES

The Government of Canada and the Government of the Federation of Saint Christopher and Nevis hereinafter referred to as the Contracting Parties,

Desiring to encourage the development of air transport between Saint Christopher and Nevis, and Canada and to pursue international co-operation in this field to the greatest extent possible,

Desiring also to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,[2]

Have agreed as follows:

Article I. For the purpose of this Agreement, unless otherwise stated:

(*a*) "Aeronautical Authorities" means, in the case of Canada, the Minister of Transport and the Canadian Transport Commission and, in the case of St. Christopher and Nevis, the Minister responsible for Civil Aviation, or in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

(*b*) "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

(*c*) "Agreement" means this Agreement, the Annex attached thereto, and any amendments thereto;

(*d*) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

(*e*) "Designated airline" means an airline which has been designated and authorized in accordance with Articles IV and V of this Agreement;

(*f*) "Tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with the air transportation, but excluding remuneration and conditions for the carriage of mail;

(*g*) "Territory", "Air service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;

(*h*) "Stopover" means a deliberate interruption of a journey by a passenger, agreed to in advance by the airline, at a point between the place of departure and the place of destination;

[1] Came into force on 18 October 1985 by signature, in accordance with article XXV.

[2] United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

(*i*) "Change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown, in accordance with Article III of this Agreement, by aircraft different in capacity from those used on another section.

Article II. 1. Each Contracting Party grants to the other Contracting Party except as otherwise specified in the Annex the following rights for the conduct of international air services by the airline or airlines designated by the other Contracting Party:

(*a*) To fly without landing across the territory of the other Contracting Party;

(*b*) To make stops in the said territory for non-traffic purposes; and

(*c*) To make stops in the said territory for the purpose of taking up and discharging, while operating the routes [specified] in the Annex, international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article III. A designated airline of one Contracting Party may make a change of gauge at any point on the specified route only on the following conditions:

(i) That it is justified by reason of economy of operation;

(ii) That the aircraft used on the section of the route more distant from the territory of the Contracting Party designating the airline is not larger in capacity than that used on the nearer section;

(iii) That the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;

(iv) That there is an adequate volume of through traffic; and

(v) That the provisions of Article XI of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article IV. Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party and to substitute another airline for that previously designated.

Article V. 1. Following receipt of a notice of designation or of substitution pursuant to Article IV of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant without delay to the airline or airlines so designated the appropriate authorizations to operate the agreed services for which that airline has been designated.

2. Upon receipt of such authorizations the airline may begin at any time to operate the agreed services, in whole or in part, provided that the airline complies with the applicable provisions of this Agreement and that tariffs are established in accordance with the provisions of Article XIV of this Agreement.

Article VI. 1. The aeronautical authorities of each Contracting Party shall have

the right to withhold the authorizations referred to in Article V of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose on them conditions, temporarily or permanently:

(*a*) In the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention;

(*b*) In the event of failure by such airline to comply with the laws and regulations of that Contracting Party;

(*c*) In the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; and

(*d*) In case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article XIX of this Agreement.

Article VII. 1. The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline or airlines of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline or airlines of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

3. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article VIII. 1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement provided that such certificates or licences were issued or rendered valid pursuant to and in conformity with the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline operating the agreed services or in respect of an aircraft operating on the routes specified in the Annex to this Agreement, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article XIX of this

Agreement with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article VI of this Agreement.

Article IX. 1. The Contracting Parties agree to provide aid to each other as necessary with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, airports and air navigation facilities and any other threat to aviation security.

2. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of the other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

3. The Contracting Parties shall act consistently with applicable aviation security provisions established by the International Civial Aviation Organization. Should a Contracting Party depart from such provisions, the aeronautical authorities of the other Contracting Party may request consultations with the aeronautical authorities of that Contracting Party in accordance with Article XIX of this Agreement. Failure to reach a satisfactory agreement will constitute grounds for the application of Article VI of this Agreement.

4. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971.[3]

5. When an incident, or threat of an incident, of unlawful seizure of aircraft or other unlawful acts against the safety of aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

Article X. 1. The charges imposed in the territory of one Contracting Party on the aircraft of a designated airline of the other Contracting Party for the use of airports and other aviation facilities shall not be higher than those imposed on aircraft of a designated airline engaged in similar international air services.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, and where practicable, through the airlines' representative organizations. Reasonable notice should be given to users of any proposals for changes in user charges to enable them to express their views before changes are made.

3. Neither of the Contracting Parties shall give a preference to its own or any other airline over an airline of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

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[1] United Nations, *Treaty Series*, vol. 704, p. 219.
[2] *Ibid*, vol. 860, p. 105.
[3] *Ibid*, vol. 974, p. 177.

Article XI. 1. There shall be fair and equal opportunity for the designated airline or airlines of each Contracting Party to operate the agreed services on the routes specified in the Annex to this Agreement.

2. In operating the agreed services, the designated airline or airlines of each Contracting Party shall take into account the interest of the designated airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties which have designated the airline or airlines and the countries of ultimate destination of the traffic.

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline or airlines shall be made in accordance with the general principle that capacity shall be related to:

(*a*) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;

(*b*) Traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area; and

(*c*) The requirements of through airline operation.

5. Except as otherwise specified, neither Contracting Party may unilaterally impose any restrictions on the designated airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the Annex attached to this Agreement. In the event that one of the Contracting Parties believes that the operation proposed or conducted by an airline of the other Contracting Party unduly affects the agreed services provided by its designated airline or airlines, it may without prejudice to the provisions of Article XXI request consultations pursuant to Article XIX of this Agreement.

Article XII. 1. The aeronautical authorities of both Contracting Parties shall provide each other with monthly statements of statistics on a quarterly calendar basis, including all information required to determine the amount of traffic carried over the routes specified in the Annex to this Agreement and the initial origins and final destinations of such traffic.

2. The details of the statistical data to be provided and the methods by which such data shall be provided by one Party to the other shall be agreed upon between the aeronautical authorities and implemented no later than three (3) months after the designated airline of one or both the Contracting Parties commences operations, in whole or in part, of agreed services.

3. Failure to reach a satisfactory agreement regarding the supply of statistics may, at the discretion of either Contracting Party, constitute grounds for the application of Article XIX of this Agreement.

Article XIII. 1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, sales and excise taxes, inspection fees and other national duties, taxes and charges on aircraft, fuel lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline or airlines of such other Contracting Party operating the agreed services, as well as printed ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

(*a*) Introduced into the territory of one Contracting Party by or on behalf of the designated airline or airlines of the other Contracting Party;

(*b*) Retained on board aircraft of the designated airline or airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

(*c*) Taken on board aircraft of the designated airline or airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article XIV. 1. The tariffs to be applied by a designated airline of one Contracting Party for carriage on agreed services to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines on the same routes.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon between the designated airlines of the Contracting Parties.

3. The tariffs so agreed shall be submitted to and received by the aeronautical authorities of the Contracting Parties at least seventy-five (75) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities. If within thirty (30) days from the date of receipt the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be acceptable and shall come into effect on the date stated in the proposed tariff. In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving no-

tice of dissatisfaction be less than thirty (30) days. When the reason for an increase in tariffs is related solely to cost increases incurred by the airlines because of increased fuel costs or user charges, every effort shall be made by the aeronautical authorities to provide for a shorter period than seventy-five (75) days.

4. If a tariff cannot be established in accordance with the provisions of paragraph 2 of this Article, or, if during the period applicable in accordance with paragraph 3 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves within twenty-five (25) days.

5. If a tariff cannot be determined in accordance with paragraph 4 of this Article, then the Contracting Parties shall endeavour to settle the matter within twenty (20) days.

6. No tariff shall come into force unless it has been approved or accepted by the aeronautical authorities of both Contracting Parties.

7. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

8. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that (A) the tariffs charged and collected conform to the tariffs accepted by both aeronautical authorities and (B) no airline rebates any portion of such tariffs by any means.

Article XV. 1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to sell such transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries and any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each designated airline shall have the right to convert and remit to its country on demand funds obtained in the normal course of its operations. Conversion and remittance shall be permitted without restrictions at the foreign exchange market rates for current payments prevailing at the time of submission of the request for transfer and shall not be subject to any charges except normal service charges collected by banks for such transactions.

Article XVI. Income or profits from the operation of aircraft in international traffic derived by an airline, which is resident for purposes of income taxation in the territory of one Contracting Party, shall be exempt from any income tax and all other taxes on profits imposed by the government of the other Contracting Party.

Article XVII. 1. The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party its representatives and commercial, operational and technical staff as required in connection with the operation of agreed services.

2. These staff requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. Such representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party and consistent with such laws and regulations each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. Both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents of personnel performing certain temporary services and duties except in special circumstances determined by the National Authorities concerned. Where such permits, visas or documents are required, they shall be issued promptly free of charge so as not to delay the entry into the State of the personnel concerned.

5. The designated airline or airlines of one Contracting Party may provide ground handling services for other airlines operating at the same [airport] in the territory of the other Contracting Party.

Article XVIII. 1. The provisions set out in Articles VII, VIII, IX, X, XII, XIII, XV, XVI, XVII, and XIX of this Agreement shall be applicable also to charter flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.

2. The provision of paragraph 1 of this Article shall not affect national laws and regulations governing the right of air carriers to operate charter flights or the conduct of air carriers or other parties involved in the organization of such operations.

Article XIX. 1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

Article XX. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

Article XXI. 1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation within a period of sixty (60) days.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal [of] three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator

is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

5. If and so long as either Contracting Party fails to comply with any decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

Article XXII. Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article XXIII. This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article XXIV. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article XX of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

Article XXV. This Agreement shall enter into force on the date of its signature.

ANNEX

SCHEDULE OF ROUTES (4)

Section I

The following route may be operated by an airline designated by the Government of the Federation of Saint Christopher and Nevis:

Points of Departure	*Intermediate Points (1) (2)*	*Destination in Canada*
Saint Christopher and Nevis	Points in the Caribbean to be named by Saint Christopher and Nevis	Toronto Montreal (3)

(1) Fifth freedom traffic rights between intermediate points and points in Canada shall become available at points to be agreed only at such time as the Government of Saint Christopher and Nevis designates an airline acceptable to Canada other than Trinidad and Tobago (B.W.I.A. International) Airways Corporation (B.W.I.A.). At such time fifth freedom traffic rights of equivalent economic value to those operated by the designated airline of the Government of Canada shall be negotiated by the two Governments.

(2) B.W.I.A. may exercise traffic rights pursuant to Air Agreements between Canada and other Governments while at the same time exercising traffic rights pursuant to the Canada/Saint Christopher and Nevis Air Agreement and such traffic may be co-mingled on any and all flights provided that Canada has accepted the designation of B.W.I.A. to exercise the traffic rights granted to such other governments by the Government of Canada.

(3) No same-plane service shall be operated between Montreal and Barbados via Saint Christopher and Nevis until a designated airline of Barbados exercises traffic rights at Montreal under an air service agreement between Canada and Barbados. Similarly, no same-plane service shall be operated between Montreal and Trinidad and Tobago via Saint Christopher and Nevis until a designated airline of Trinidad and Tobago exercises traffic rights at Montreal under an air services agreement between Canada and Trinidad and Tobago. Toronto and Montreal may be operated as co-terminals following initiation of service to Saint Christopher and Nevis by a Canadian designated airline.

Section II

The following route may be operated by an airline(s) designated by the Government of Canada:

Points of Departure	*Intermediate Points*	*Destination in Saint Christopher and Nevis*	*Points Beyond*
Points in Canada	2 Points in the Caribbean to be named by Canada	Saint Christopher and Nevis	2 Points to be named by Canada

(4) This schedule to remain in force while B.W.I.A. remains the sole designated airline of Saint Christopher and Nevis or unless otherwise agreed by the Contracting Parties to the Agreement.

[*For testimonium and signatures, see p. 317 of this volume*].

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

DONE in duplicate at Nassau, The Bahamas this eighteenth day of October, 1985 in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Nassau, les Bahamas, le dix-huitième jour d'octobre 1985, en français et en anglais, chaque version faisant également foi.

For the Government of Canada:
Pour le Gouvernement du Canada :

[*Signed — Signé*]

BRIAN MULRONEY

For the Government of the Federation of St. Christopher and Nevis:
Pour le Gouvernement de la Fédération de Saint-Christophe-et-Nevis:

[*Signed — Signé*]

KENNEDY A. SIMMONDS