

No. 24867

**CANADA
and
JAMAICA**

**Agreement for the training in Canada of personnel of the
armed forces of Jamaica. Signed at Kingston on 18 July
1985**

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

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et
JAMAÏQUE**

**Accord concernant la formation au Canada de personnel des
forces armées de la Jamaïque. Signé à Kingston le
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Enregistré par le Canada le 16 juillet 1987.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF JAMAICA FOR THE TRAINING IN CANADA OF PERSONNEL OF THE ARMED FORCES OF JAMAICA

The Government of Canada and the Government of Jamaica hereinafter referred to as Canada and Jamaica respectively,

Considering that Jamaica has requested Canada to provide training in Canada for personnel of the armed forces of Jamaica,

Have agreed as follows:

Article 1. DEFINITIONS

In this Agreement:

(a) “trainee” means a member of the armed forces of Jamaica who has been authorized by his government to undergo training in Canada with the Canadian Forces and who has been accepted by Canada for training; and

(b) “training” means the military training prescribed by the Chief of the Defence Staff of the Canadian Forces.

Article 2. TRAINING AND COSTS

Subject to terms and conditions of this Agreement, Canada shall provide training in Canada for trainees in such numbers as may from time to time be agreed upon by the appropriate authorities of Jamaica and Canada.

Article 3

Unless other arrangements are made for particular courses of training, costs shall be borne as follows:

(a) Canada shall bear the cost of:

- (i) the allowances mentioned in subparagraphs (b) (iii) and (iv) of article 4,
- (ii) tuition, clothing and equipment required for training, and all other training costs,
- (iii) rations and quarters,
- (iv) duty travel in connection with the training, and
- (v) administration, including routine medical and dental care.

(b) Jamaica shall bear the cost of:

- (i) the pay and allowances mentioned in subparagraph (a) of article 4,
- (ii) the Maintenance Allowance provided for in subparagraph (b) (i) of article 4,
- (iii) the Clothing Allowance provided for in subparagraph (b) (ii) of article 4,
- (iv) return commercial transportation between Jamaica and Canada, including all in transit costs,

¹ Came into force on 18 July 1985 by signature, in accordance with article 21 (a).

- (v) major medical care relating to serious injury and illness and major dental care, and
- (vi) *ex-gratia* payments made under article 13.

Article 4. PAY AND ALLOWANCE

Trainees during their period of training in Canada shall be paid as follows:

(a) Jamaica shall issue to the credit of each trainee in Jamaica such pay and allowances, according to his rank, as he may be entitled to receive under Jamaican regulations. The Jamaican authorities will assume responsibilities for arrangements such as assignments or deductions from such pay and allowances, which may be required to meet such obligations as the support of a trainee's dependents in Jamaica. A trainee may make private arrangements to draw upon any balance of such pay and allowances remaining to his credit to meet his personal expenses while in Canada, if and to the extent that such arrangements are permitted by the Jamaican authorities. Pay and allowances issued by Jamaica shall be exempt from Canadian taxation.

(b) Allowances payable in accordance with Article 3 shall be issued by Canada to each trainee, to meet his living and other expenses during his period of training, as follows:

- (i) a Maintenance Allowance at a rate appropriate to trainee's rank,
- (ii) a Clothing Allowance if the trainee is in Canada for at least two months or during the winter season (October to April),
- (iii) a Ration Allowance, in an amount to be determined by the Minister of National Defence, at any time that rations are not provided to the trainee free of charge, and
- (iv) a Leave Transportation Allowance when appropriate, having regard to the duration of the training, and at the rates applicable to members of the Canadian Forces.

(c) The rate of the Maintenance Allowance and Clothing Allowance mentioned above will be determined in consultation with the Jamaican authorities. Allowances issued by Canada shall be exempt from Jamaican taxation.

Article 5. MILITARY JURISDICTION

Trainees shall not, during the period of their training in Canada, be subject to the Code of Service Discipline of the Canadian Forces. The authorities of Jamaica will, however, issue in advance to trainees appropriate written orders, a copy of which will be conveyed to the authorities of Canada, to ensure compliance by the trainees with orders and instructions issued to them by the authorities of the Canadian Forces during the period of their training in Canada. If, in the opinion of the authorities of the Canadian Forces, a trainee fails to comply with said orders and instructions, his training may be terminated.

Article 6. PROHIBITED ACTIVITIES

A trainee shall not during the period of training in Canada:

- (a) be required to participate in any form of combat operations either in or out of Canada or in aid of the civil power; or

- (b) be required to perform any function, duty or act that is inconsistent with the purpose of this Agreement.

Article 7. CANADIAN LAW

Trainees will be amenable to the civil and criminal laws in force in Canada and to the jurisdiction of civil and criminal courts in Canada.

Article 8. [SECURITY]

Canada shall take measures to ensure the security and protection within Canada of the person and property of trainees, to the extent that it does for members of the Canadian Forces.

Article 9. [SECURITY]

Jamaica shall take security measures to prevent the disclosure by a trainee, after the cessation of his training, to any other government or to any unauthorized person of classified Canadian information of which he may become cognizant in his capacity as a trainee.

Article 10. CLAIMS

Canada waives all claims against Jamaica for losses of, or damage to, any property owned or used by Canada where such loss or damage is caused by a trainee acting in the course of his official duties and where there is no evidence of neglect or malice on the part of the trainee.

Article 11

Canada and Jamaica waive all claims against each other for injury or death suffered by a trainee or a member of the Canadian Forces while either is engaged in the performance of his official duties. Where a claim is made against Canada by any person for the injury or death suffered by a trainee in the performance of his duties, Jamaica shall indemnify Canada in respect of costs incurred and damages paid by Canada in dealing with such a claim.

Article 12

A claim against Jamaica or a trainee, arising out of an act or omission of a trainee in the performance of his official duties, shall be assimilated to and be dealt with by Canada as if it were a claim arising out of the activities of a member of the Canadian Forces in the performance of his official duties in Canada. This article shall not apply to any claim arising in connection with the death of or injury to a trainee.

Article 13. "EX-GRATIA" PAYMENTS

Claims against trainees arising out of acts or omissions in Canada not done in the performance of official duty may be dealt with in the following manner:

(a) Canadian authorities may investigate the incident giving rise to the claim and prepare a report on the case including an estimate of the amount of money which the Canadian authorities consider would represent reasonable compensation for the death, injury or property damage or loss suffered by the claimant.

(b) The report may be delivered to Jamaican authorities who, upon receipt, shall decide without delay whether to offer an *ex-gratia* payment and, if so, of what amount.

(c) Any offer of an *ex-gratia* payment or payment itself by the Jamaican authorities may be sent to the claimant directly or through the Deputy Minister of the Department of National Defence.

(d) Nothing in this article affects the jurisdiction of courts in Canada to entertain an action against a trainee unless and until there has been payment in full satisfaction of the claim.

(e) Where the claim has been adjudicated by a court in Canada or Jamaica and a judgement rendered in favour of the claimant, the Jamaican authorities will consider whether to make an *ex-gratia* payment to satisfy the judgement, or to take such other steps as they may within the bounds of Jamaican domestic legislation to seek compliance with the judgement.

Article 14. IMMIGRATION

On the conditions in the second paragraph of this article and subject to compliance with the formalities established by Canada relating to entry into and departure from Canada of military trainees from foreign countries, trainees shall be exempt from passport and visa regulations on entering or leaving Canada.

The following documents will be required in respect of trainees and they must be presented on demand:

- (a) personal identity card issued by Jamaica, and
- (b) individual or collective movement order, in the English or French language, issued by the appropriate authorities of Jamaica.

Article 15

A trainee shall not by virtue of his presence in Canada as a trainee:

- (a) acquire any right to remain in Canada after his training has been completed or otherwise terminated; or
- (b) acquire domicile in Canada.

Article 16. DECEASED TRAINEES AND THEIR ESTATES

Official representatives of Jamaica shall have the right to take possession and make all arrangements in respect of the body of a trainee who dies in Canada and may dispose of the personal property of the estate in Canada after payment of debts of the deceased or the estate which were incurred in Canada and owed to persons ordinarily resident therein.

Article 17. TERMINATION OF TRAINING

Canada or Jamaica may terminate the training of a trainee at any time and shall give to the other reasonable notification of an intention so to do.

Article 18

A trainee whose training is terminated for any reason whatsoever shall be repatriated with the least possible delay by Jamaica.

Article 19. ADMINISTRATIVE ARRANGEMENTS

The appropriate military authorities of Jamaica and Canada may establish mutually satisfactory procedures not inconsistent with the provisions contained

herein, to carry out the intent of this Agreement and to give effect to its provisions.

Article 20. REVISION

Either Canada or Jamaica may at any time request revision of any of the provisions of this Agreement.

Article 21. COMMENCEMENT AND TERMINATION

(a) This Agreement shall enter into force upon signature. It shall remain in force until terminated by one of the following methods:

- (i) by either Government after six months' written notice to that effect has been given to the other Government;
- (ii) without complying with subparagraph (i) of this article, by the withdrawal from Canada of all trainees by Jamaica where such withdrawal is in the public interest of Jamaica; or
- (iii) without complying with subparagraph (i) of this article, by Canada without previous notification if Canada decides that such termination is in the public interest of Canada.

(b) On entry into force, this Agreement shall supersede the Agreement concerning the training of Jamaican military personnel in Canada by the Canadian military forces, constituted by an exchange of notes done at Kingston on July 16, 1965.¹

DONE in duplicate, in the English and French languages, each language version being equally authentic, at Kingston this 18th day of July, 1985.

For the Government of Canada:

[Signed]

D. C. REECE

High Commissioner for Canada

For the Government of Jamaica:

[Signed]

WINSTON SPAULDING

Minister of National Security and Justice

¹ United Nations, *Treaty Series*, vol. 548, p. 265.