

No. 24854

**CANADA
and
BURKINA FASO**

**General Agreement concerning development co-operation
(with annexes). Signed at Ouagadougou on 8 November
1977**

*Authentic texts: English and French.
Registered by Canada on 16 July 1987.*

**CANADA
et
BURKINA FASO**

**Accord général concernant la coopération au développe-
ment (avec annexes). Signé à Ouagadougou le 8 no-
vembre 1977**

*Textes authentiques : anglais et français.
Enregistré par le Canada le 16 juillet 1987.*

GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF UPPER VOLTA CONCERNING DEVELOPMENT CO-OPERATION

The Government of Canada and the Government of the Republic of Upper Volta (hereinafter called "the Government of Upper Volta") wishing to strengthen the existing cordial relations between the two countries and their peoples and moved by the desire to develop a programme of development co-operation between the two countries in conformity with the objectives of economic and social development of the Government of Upper Volta, have agreed to the following:

Article I. The programme of development co-operation shall provide for:

- (1) The granting of scholarships to citizens of Upper Volta for studies and professional training in Canada or a third country;
- (2) The assignment of Canadian experts, advisers and other specialists to Upper Volta;
- (3) The provision of equipment, materials and other goods required for the execution of co-operation projects in Upper Volta;
- (4) The elaboration of studies and projects designed to contribute to the economic and social development of Upper Volta; and
- (5) Any other form of assistance which may be mutually agreed upon by the Contracting Parties.

Article II. (1) To reach the objectives of this Agreement, the Government of Canada and the Government of Upper Volta may conclude subsidiary understandings in respect of specific projects involving one or several components of the programme described in Article I.

(2) Unless expressly stated otherwise, subsidiary understandings concerning grants or contributions from the Government of Canada shall be considered as administrative arrangements.

(3) Subsidiary understandings concerning projects financed jointly by the Government and an international organization may, when the Government of Canada so consents, be signed through the intermediary of such an organization as administrator of funds provided by the Government of Canada, in the form of and in compliance with the procedures required by such an organization.

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

Article IV. For the purposes of this Agreement:

(1) "Canadian firm" means Canadian or other firms or institutions from outside Upper Volta engaged in any project under a subsidiary understanding;

¹ Came into force on 16 April 1979, the date of the last of the notifications by which the Contracting Parties informed each other of the completion of the required internal procedures, in accordance with article XIV.

(2) "Canadian personnel" means Canadians or other persons from outside Upper Volta working in that country on any project established under a subsidiary understanding; and

(3) "Dependant" means:

- (a) The spouse of a Canadian staff member;
- (b) The child of a Canadian staff member or his spouse, who is less than twenty-one years old and dependent upon one of them or who is twenty-one years of age or older and is in the charge of one of them because of physical or mental disability; and
- (c) Any other person recognized as a dependant according to the laws of Canada.

Article V. The Government of Upper Volta agrees that the Government of Canada, Canadian firms and Canadian personnel shall be saved harmless from and against all claims, damages, interests, losses, costs or expenses resulting from bodily injury to a third party, the loss of goods belonging to a third party or damage to the property of a third party which may have been caused by or suffered as a result of the execution of a project of any of its components, except when the courts judge that such injury, loss or damage was intentional or resulted from gross misconduct, fraud or criminal negligence. In other terms, in case of damages to a third party that may have been caused by a Canadian expert or by a Canadian firm, the Government of Upper Volta shall be responsible in the same manner as it shall be for its own subjects.

Article VI. The Government of Upper Volta shall exempt Canadian firms and Canadian personnel, including their dependants, from all duties or other taxes on their income arising outside of Upper Volta or from Canadian aid funds or on their income coming from the Government of Upper Volta, as provided in this Agreement. In case they are involved, in Upper Volta, in any paid or profit-earning activity unrelated to the present Agreement, the corresponding income arising from this activity shall be charged by Upper Volta.

Article VII. Except for food-stuffs and beverages, the effects or personal objects belonging to the Canadian personnel, to Canadian firms, including their dependants as well as the household and professional equipment accompanying them on occasion of their first arrival and belonging to them shall be exempted from entry and customs duties by Upper Volta.

The entry of these objects and equipment and the installation of their owners shall intervene at the same time.

Nevertheless, the customs service shall see to it that this condition is fulfilled if the period elapsed between the two events does not exceed six months.

Article VIII. Each Canadian staff member may import or export, duty free, a vehicle for his personal use. This privilege may be exercised every three (3) years. However, in the event of fire, theft or an accident causing major damage to the vehicle, such privilege shall be renewable before this period has expired. The sale or disposal of such vehicle shall be subject to the regulations governing the vehicles of officials of international organizations who are posted in Upper Volta.

Article IX. The Government of Upper Volta shall exempt equipment, products, materials and any other goods imported into Upper Volta for the execution

of projects established under subsidiary understandings from all entry and customs duties and all other import or inspection taxes.

Article X. The Government of Upper Volta shall guarantee Canadian personnel and their dependants the right to maintain bank accounts in foreign currency and export without any foreign exchange restrictions the money that they have imported into Upper Volta.

Article XI. The Government of Upper Volta shall inform Canadian firms and Canadian personnel of the local laws and regulations which may concern them in the performance of their duties.

Article XII. The Government of Upper Volta shall provide:

- (a) All permits, licences and other documents required by Canadian firms and Canadian personnel in the performance of their duties in Upper Volta; and
- (b) Export permits and exit visas, as the case may be, for Canadian personnel and their dependants and for materials, professional and technical equipment and the personal effects of this personnel.

Article XIII. Any differences which may arise in the application of the provisions of this Agreement or a subsidiary understanding shall be settled by negotiations between the Government of Canada and the Government of Upper Volta or in any other manner mutually acceptable to the Contracting Parties to this Agreement.

Article XIV. This Agreement shall be effective on the later of the dates on which the Contracting Parties shall each have notified the other by diplomatic note that they have obtained whatever internal approval may be required to give effect to this Agreement and shall remain effective as long as one Contracting Party or the other has not terminated it by six months' notice in writing. However, such termination shall not void the contracts already entered into and the guarantees already given under this Agreement.

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

DONE in two copies at Ouagadougou, this 8th day of November 1977, in English and French, each of which so executed shall be deemed to be an original.

For the Government of Canada:

JEAN-PIERRE GOYER

For the Government of the Republic of Upper Volta:

MOUSSA KAVGONGON

ANNEX "A"

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in individual subsidiary understandings, the Government of Canada shall finance the following expenditures, based on the rates authorized in compliance with its regulations:

(A) *Expenditures related to scholarship holders from Upper Volta:*

- (1) Enrolment and tuition fees, books, supplies, or material required;
- (2) A living allowance;
- (3) Medical and hospital expenses;
- (4) Economy-class fares for travel by airplane 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 their place of assignment in Upper Volta;
- (3) Their transportation expenses and the cost of hotel or other suitable temporary accommodation incurred on authorized trips during their assignment;
- (4) The cost of shipping, between their normal place of residence and their place of assignment in Upper Volta, their personal and household effects, those of their dependants, and specialized technical material required for the execution of their duties.

(C) *Expenses related to certain projects:*

- (1) The cost of engineers', architects' and other services required for the execution of projects;
- (2) The cost of providing merchandise, materials, matériel, equipment and other goods and transporting them to the port of entry in Upper Volta.

II. Contracts for the purchase of goods or commissioning of services financed by the Government of Canada and required for the execution of individual projects shall be signed by the Government of Canada or one of its agencies. However, an arrangement may be made for the Government of Upper Volta to sign such contracts itself in compliance with the following conditions or with other conditions specified in individual subsidiary understandings. Unless expressly authorized otherwise by the Government of Canada:

- (1) Goods acquired in Canada must have a Canadian content of at least sixty-six and two thirds per cent (66 $\frac{2}{3}$ %);
- (2) There must be an invitation to tender and the contract must be given to the lowest bidder;
- (3) Terms of payment and other clauses in contracts must be approved beforehand by the Government of Canada; and
- (4) Canadian suppliers shall be paid directly by the Government of Canada.

III. The Canadian Government shall provide the Government of Upper Volta in advance with a list of the Canadian personnel entitled to the rights and privileges set forth in this Agreement.

ANNEX "B"

RESPONSIBILITIES OF THE GOVERNMENT OF UPPER VOLTA

I. The Government of Upper Volta shall provide and defray the services and expenditures mentioned below:

- (1) An accommodation allowance of 35,000 CFA per month, which shall be paid on March 31, June 30, September 30 and December 31 of each year to the Canadian Embassy in Upper Volta for each Canadian staff member from the time of his arrival in Upper Volta to the end of his assignment;
- (2) Furnished premises and office services in compliance with the standards of the Government of Upper Volta, including adequate facilities and materials, support staff, professional and technical material, and telephone, mail and any other services which the Canadian personnel would need in order to carry out their duties;
- (3) The granting of entry, exit and visitor's visas to Canadian personnel and their dependants at no charge;
- (4) The recruiting and seconding of counterparts when required for the project;
- (5) Any assistance for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Upper Volta;
- (6) Any assistance for the purpose of expediting the clearance through customs of equipment, products, materials and other goods required for the execution of projects and the personal and household effects of Canadian personnel and their dependants;
- (7) The storage of articles mentioned in paragraph six above during the period when they are held at customs and any measures required to protect these articles against natural elements, theft, fire and any other danger;
- (8) The rapid dispatch of all equipment, products, materials and other imported goods required for the execution of projects, from the port of entry in Upper Volta to project sites, including, where necessary, the obtaining of priority by Upper Volta forwarding and transportation agents;
- (9) Permission to use all means of communication such as frequency radio transmitters and receivers approved in Upper Volta and telephone and telegraph networks, depending on the needs of programmes and projects;
- (10) Reports, records, maps, statistics and other information related to projects and likely to help Canadian personnel;
- (11) Other measures within its jurisdiction in order to eliminate all obstacles hindering the execution of projects.

II. The Government of Upper Volta acknowledges that each Canadian staff member on assignment in Upper Volta shall be entitled to a period of annual leave.

III. The Government of Upper Volta agrees to ensure that positions, usually for a period of at least five (5) years, shall be granted to scholarship holders from Upper Volta when they return to their country.