

**No. 24919**

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**CANADA  
and  
HAITI**

**General Agreement on development co-operation (with annexes). Signed at Port-au-Prince on 21 May 1985**

*Authentic texts: English and French.*

*Registered by Canada on 16 July 1987.*

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**CANADA  
et  
HAÏTI**

**Accord général concernant la coopération au développement (avec annexes). Signé à Port-au-Prince le 21 mai 1985**

*Textes authentiques : anglais et français.*

*Enregistré par le Canada le 16 juillet 1987.*

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

The Government of Canada and the Government of the Republic of Haiti (hereinafter referred to as the "Government of Haiti"), wishing to strengthen the friendly relations between the two countries and their people and to establish the framework and the terms and conditions for a program of co-operation between their countries, having regard to the total equality and the independence of the two countries and in accordance with the social and economic development goals of the Government of Haiti, have agreed as follows:

*Article I.* The development co-operation program shall include:

- a) The granting of scholarships to citizens of Haiti for studies and professional training in Canada, Haiti or a third country;
- b) The assignment of Canadian co-operants, advisers and other experts to Haiti;
- c) The provision of equipment, materials and other goods required for the successful execution of co-operation projects in Haiti;
- d) The elaboration and implementation of studies and projects designed to contribute to the social and economic development of Haiti;
- e) The execution of development projects by Canadian non-governmental organizations;
- f) Any other form of co-operation agreed upon by both governments.

*Article II.* For the purposes of this Agreement,

a) "Canadian personnel" means Canadians or other non-Haitian persons working in Haiti on a particular project;

b) "Dependant" means the spouse of a member of the Canadian personnel, the child of said member or of the spouse of said member, or any other person recognized as a dependant in Canada;

c) "Project" means any Canadian co-operation project which falls within the purview of the co-operation program described in Article I and which receives funding from the Government of Canada;

d) "Canadian firm" means a Canadian or other non-Haitian firm, institution or organization engaged in activities in Haiti within the framework of a project.

*Article III.* a) In pursuance of the objectives of this Agreement, the Government of Canada and the Government of Haiti undertake to promote the execution of projects in Haiti.

b) With the exception of those projects mentioned in paragraph (e) of Article I, projects shall be the subject of subsidiary agreements between the two governments.

c) Projects mentioned in paragraph (e) of Article I shall be the subject of contribution agreements between the Government of Canada, acting through the

<sup>1</sup> Came into force on 21 May 1985 by signature, in accordance with article XV.

Canadian International Development Agency (CIDA), and the Canadian non-governmental organization concerned.

*d)* Unless specified otherwise, subsidiary agreements concerning grants or contributions from the Government of Canada shall be considered administrative arrangements.

*Article IV.* Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex A and the Government of Haiti shall assume those described in Annex B in respect of any project established under a subsidiary arrangement between the two governments. Annexes A and B shall be an integral part of this Agreement.

*Article V.* The Government of Haiti shall release the Government of Canada, Canadian firms and Canadian personnel from all civil liability which may be incurred during the execution of a project. The Government of Haiti shall also protect Canadian firms and Canadian personnel in the course of their duties, except in cases of theft or deliberate misconduct on their part. This Article shall not be interpreted as affecting the professional liability provided for in the contracts of the Canadian firms.

*Article VI.* The Government of Haiti shall exempt Canadian firms and Canadian personnel, including their dependants, from all resident and local taxes in Haiti, levies or other taxes or income outside Haiti, from Canadian co-operation funds or from the Government of Haiti, as well as from the obligation to present any declaration in relation to these exemptions.

*Article VII.* The Government of Haiti shall exempt Canadian firms and Canadian personnel, including their dependants, from any import duties or taxes on technical and professional equipment and household and personal effects, subject to the re-exportation of all such goods, unless they are in poor condition or are transferred to other persons enjoying the same exemption.

*Article VIII.* Each member of the Canadian personnel may import or export a motor vehicle for his personal use free of any customs duties. This privilege may be exercised every two (2) 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 expires. The sale or transfer of such a vehicle shall be subject to the regulations governing the sale or transfer of vehicles belonging to officials of international organizations who are posted in Haiti.

*Article IX.* The Government of Haiti, through the Government of Canada's representatives in Haiti, and according to a basic quota to be determined, shall grant the Canadian personnel, including their dependants, a duty-free allowance for medicine, foodstuffs and other standard consumer goods for personal needs which cannot be met with products available on the national market, provided that the importation of such products is permitted in Haiti.

*Article X.* The Government of Haiti shall exempt equipment, products, materials and any other goods imported into Haiti for purposes of project execution from all import duties, customs tariffs and any other import taxes or inspection fees.

*Article XI.* The Government of Haiti shall allow Canadian personnel and their dependants the right to open bank accounts in foreign currency and to transfer out of Haiti the money they have imported into Haiti, free of currency exchange restrictions.

*Article XII.* The Government of Haiti shall facilitate the issue of:

- a) All permits, licences and other documents required by Canadian firms and Canadian personnel for the performance of their duties in Haiti;
- b) Export permits and exit and entry visas, where applicable, for members of the Canadian personnel and their dependants and for the materials, equipment and personal effects of Canadian firms and Canadian personnel.

*Article XIII.* The privileges and exemptions provided for under this Agreement shall not apply to any project undertaken by a Canadian non-governmental organization unless the Government of Haiti has received confirmation of the Government of Canada's financing of the said project. It is understood that nothing in this Agreement shall affect the provisions of Haitian legislation concerning non-governmental development aid organizations operating in the Republic of Haiti.

*Article XIV.* Any dispute which may arise in the interpretation or application of the provisions of this Agreement or a subsidiary arrangement shall be resolved by means of negotiations between the Government of Canada and the Government of Haiti.

*Article XV.* This Agreement shall come into force on the date it is signed by the two contracting parties. It is concluded for a period of ten (10) years and is subject to tacit renewal for periods of five (5) years. Either government may terminate it by giving the other six (6) months written notice to that effect. Notwithstanding such termination, the provisions of this Agreement shall remain in effect with regard to previously agreed projects until the said projects have been completed.

*Article XVI.* This Agreement shall cancel and replace the General Cooperation Agreement of July 12, 1973, between the Government of Canada and the Government of Haiti.<sup>1</sup>

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect by their respective governments, have signed this Agreement.

DONE in two copies at Port-au-Prince, this 21st day of May, 1985, in French and English, each version being equally authentic.

For the Government  
of the Republic of Haiti:

[Signed]

JEAN-ROBERT ESTIMÉ  
Minister of Foreign Affairs

For the Government  
of Canada:

[Signed]

ANTHONY MALONE  
Ambassador Extraordinary  
and Plenipotentiary of Canada  
to the Republic of Haiti

<sup>1</sup> United Nations, *Treaty Series*, vol. 977, p. 339.

## ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA — PROJECTS APPROVED  
UNDER SUBSIDIARY ARRANGEMENTS

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

## A) Expenditures related to Haitian scholarship holders:

1. Registration and tuition fees, books, supplies or material required;
2. A living allowance;
3. Medical and hospital expenses;
4. Economy-class fares for travel by air or any other approved means of transportation, in compliance with the requirements of the scholarship program.

## B) Expenditures related to Canadian personnel:

1. The salaries, fees and other remuneration provided for in the contracts;
2. The various benefits and allowances provided for in the contracts, insofar as they are not the responsibility of the Government of Haiti.

## C) Expenditures related to certain projects:

1. The cost of engineering, architectural and other services required for project execution;
2. The cost of providing merchandise, materials, supplies, equipment and other goods and transporting same to the port of entry in Haiti.

II. Contracts for the purchase of goods or the provision of services financed by the Government of Canada shall be signed by the Government of Canada or one of its agencies. However, arrangements may be made for the Government of Haiti to sign such contracts itself in compliance with conditions specified in subsidiary arrangements. Where such conditions are not specified, the following conditions shall apply:

1. Goods and services acquired in Canada shall have a Canadian content of not less than sixty-six and two-thirds per cent (66  $\frac{2}{3}$  %);
2. There shall be an invitation to tender and the contract shall be awarded to the lowest bidder;
3. The terms and conditions of payment and other contract clauses shall be approved in advance by the Government of Canada;
4. Canadian suppliers shall be paid directly by the Government of Canada.

III. The Government of Canada shall provide the Government of Haiti in advance with a list of the members of the Canadian personnel. The Government of Haiti shall communicate to the Government of Canada any objection to the assignment of co-operants or advisers assigned in Haiti for more than six (6) months, within one month of receipt of their curricula vitae. In the event that no response is received within this period, the consent of the Government of Haiti shall be deemed to have been given.

## ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF HAITI — PROJECTS APPROVED  
UNDER SUBSIDIARY ARRANGEMENTS

I. Unless otherwise indicated in subsidiary arrangements — the Government of Haiti shall provide the services and defray the expenses specified below:

1. Coupons for purchasing, free of customs duties, fuel required by the members of the Canadian personnel for travel;
2. Suitable premises and support services;
3. The granting, free of charge, of multi-entry visas and passes for travel within the country to the members of the Canadian personnel and their dependants;
4. The recruitment and assignment of counterparts required for the project;
5. All assistance to facilitate the travel of the Canadian personnel in the performance of their duties in Haiti;
6. All assistance to expedite the clearance through customs of equipment, products, materials and other goods required for the projects, and the personal and household effects of Canadian personnel and their dependants;
7. The storage of the articles mentioned in paragraph (6) above, during the entire period when such articles are held at customs, and any measures required to protect these articles from natural elements, theft, fire and any other hazard;
8. The prompt transportation of all equipment, products, materials and other imported goods required for project execution, from the port of entry in Haiti to the project site, including, where necessary, the obtaining of priority status from Haitian forwarding agents and carriers;
9. Permission to use all means of communication, such as high frequency radio transmitters and receivers approved for use in Haiti and telephone and telegraph systems, depending on project requirements;
10. Reports, records, maps, statistics and other information related to projects and likely to help the Canadian personnel in performing their duties;
11. Any useful information on specific Haitian laws and regulations relating to the execution of projects by Canadian firms and Canadian personnel;
12. Other measures within its jurisdiction and required in order to eliminate obstacles to project execution.

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

III. The Government of Haiti shall provide the Canadian personnel and their dependants with all necessary assistance for their repatriation in periods of crisis.

IV. The Government of Haiti, in accordance with its policy of employing nationals in management, shall make every effort to ensure that, upon their return, Haitian scholarship recipients trained with the help of Canadian technical assistance will hold positions in keeping with their area of specialization.