

**No. 31541**

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**CANADA  
and  
COMMONWEALTH OF LEARNING**

**Agreement regarding the headquarters of the Agency known  
as the Commonwealth of Learning. Signed at Vancouver  
on 14 November 1988**

*Authentic texts: English and French.*

*Registered by Canada on 27 January 1995.*

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**CANADA  
et  
COMMONWEALTH POUR L'ENSEIGNEMENT**

**Accord relatif au siège de l'Agence du Commonwealth pour  
l'enseignement. Signé à Vancouver le 14 novembre 1988**

*Textes authentiques : anglais et français.*

*Enregistré par le Canada le 27 janvier 1995.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND  
THE AGENCY KNOWN AS THE COMMONWEALTH OF  
LEARNING REGARDING THE HEADQUARTERS OF THE  
AGENCY

The Government of Canada and the Agency known as the Commonwealth of Learning wishing to conclude an agreement respecting the establishment in Vancouver of the headquarters of the Agency, have agreed as follows:

ARTICLE I

*Definitions*

In this Agreement:

- (a) The term “Agency” means, the Commonwealth of Learning.
- (b) The term “premises of the Agency’s headquarters” means the premises occupied by or to be occupied by the Agency for purposes of carrying out its activities, but does not include the residences of its personnel.
- (c) The term “Agency Members” means the states that are Members of the Commonwealth.
- (d) The term “Officials of the Agency” means the President and all persons employed full time by the Agency and subject to its staff regulations, other than persons recruited locally and assigned to hourly rates of pay. The term “Officials of the Agency” includes Members of the Agency’s Board of Governors.
- (e) The term “Senior Official” means the following officials of the Agency:
  - (i) The President
  - (ii) The Vice-President
  - (iii) the Assistant Vice-Presidents

ARTICLE II

*Status of the Agency*

- 1. The Agency shall possess juridical personality. It shall have the capacity:
  - (a) to contract;

<sup>1</sup> Came into force on 14 November 1988 by signature, in accordance with article IX.

- (b) to acquire and dispose of immovable and movable property;
- (c) to institute and defend legal proceedings.

2. The Agency, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case the Agency has expressly waived its immunity.

3. (a) The premises of the Agency's headquarters shall be inviolable.
- (b) The property and assets of the Agency, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action, except with the consent of the President of the Agency.
- (c) The local authorities may enter the premises of the Agency's headquarters in the event of a fire.
- (d) The Agency shall not allow its headquarters to be used as a refuge for persons seeking to avoid arrest, or the service or execution of legal process.

4. The archives of the Agency, and in general all documents belonging to it or held by it, shall be inviolable wherever located.

5. Without being restricted by financial controls, regulations or moratoria of any kind, the Agency may:

- (a) hold funds or currency of any kind and operate accounts in any currency;
- (b) transfer its funds or currency from one country to another or within Canada, and convert any currency held by the Agency into any other currency.

In exercising its rights under this section, the Agency shall pay due regard to any representations made by the Government of Canada, insofar as it is considered that effect can be given to such representations without detriment to its interests.

6. The Agency, its assets, income and other property shall be:
- (a) exempt from all direct taxes. However, the exemption shall not extend to taxes that are no more than charges for public utility services;
  - (b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Agency for its official use. It is understood that articles imported under such exemption shall not be sold in Canada except under conditions agreed with the Government of Canada;
  - (c) exempt from all import, export and sales prohibitions and restrictions, and from customs duties and excise, with respect to its publications, including audio-visual material.

7. When goods are purchased under appropriate certificates from manufacturers or wholesalers who are licenced under the Excise Tax Act, the Agency shall be eligible to claim for the remission or refund of the Excise tax and/or the Consumption or Sales tax for goods imported or purchased in Canada for the official use of the Agency as a body, provided, however, that any article which is exempted from these taxes, other than publications of the Agency, shall be subject thereto at existing rates if sold or otherwise disposed of within a period of one year from the date of purchase, and the vendor shall be liable for such tax.

8. The Agency shall enjoy in the territory of Canada, for its official communications, treatment not less favourable than that accorded to diplomatic missions in Canada in matters of communications priorities.

### ARTICLE III

#### *Representatives of Members*

1. When they are invited to a meeting convened by the Agency, the representatives of Agency Members shall, while exercising their functions and during their journeys to and from the place of meeting, enjoy the following privileges and immunities in Canada:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage, and, in respect of words spoken or written and all acts done by them in their capacity as representatives, immunity from legal process of every kind; immunity from legal process in respect of words spoken or written and all acts done by them shall continue to be accorded notwithstanding that the persons concerned are no longer representatives of the Members;
- (b) inviolability for all papers and documents;
- (c) exemption from immigration restrictions;
- (d) the same facilities in respect of currency or exchange restrictions as are accorded to diplomatic envoys;
- (e) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

2. The privileges and immunities are accorded to the representatives of Members not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Agency. Consequently, a Member not only has the right, under a duty to waive the immunity of its representative in any case where in the opinion of the Member, the immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded.

## ARTICLE IV

*Officials of the Agency*

## 1. The officials of the Agency:

- (a) shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) shall be exempt from taxation on the salaries and emoluments paid to them by the Agency;
- (c) shall be immune from national service obligations;
- (d) shall be immune, together with their spouses and dependent children, from immigration restrictions and alien registration;
- (e) shall be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank forming part of diplomatic missions to Canada;
- (f) shall have the right to import free of duty their furniture and effects (including automotive vehicles) at the time of first taking up their post in Canada.

## 2. In addition to the privileges and immunities specified in Section 1, the Senior Officials of the Agency other than those specified in Section 3 shall:

- (a) enjoy the privilege of exemption in respect of themselves and families from examination of baggage and other effects and admission thereof free of duty and taxes;
- (b) enjoy the privilege of admission of articles for their personal or family use free of duty and taxes at all times, provided that any article which was exempted from duty and taxes shall be subject thereto at the existing rates if sold or otherwise disposed in Canada with a period of one year in the case of articles other than motor vehicles, and two years in the case of motor vehicles from the date of acquisition and the vendor shall be liable for such duties and taxes;
- (c) be eligible to claim for the exemption from excise duty imposed under the Excise Act on domestic spirits and tobacco purchased from licensed manufacturers in Canada;
- (d) be eligible to claim exemption from excise and/or sales tax on domestic spirits, wine and tobacco products when purchased direct from licensed manufacturers for the personal use of the applicant, and on automobiles, ale, beer and stout when purchased under appropriate certificate from licensed manufacturers, provided that any article which was exempted from these existing rates if sold or otherwise disposed of within a period of one year from the date of purchase and the vendor shall be liable for such tax.

3. In addition to the privileges and immunities specified in Section 1, the President and the Vice-President of the Agency shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in Canada, subject to the corresponding conditions and obligations.

4. The immunity provided in Section 1(a) does not apply in the event of a motor traffic offence committed by an official, or damages caused by an automotive vehicle belonging to or driven by him.

5. The provisions of Section 1, subparagraphs (b) and (e) shall not apply to any Canadian citizen residing in or ordinarily resident in Canada. The provisions of Section 2 shall not apply to any Canadian citizen or to any permanent resident of Canada. Moreover, an official of the Agency who is or who becomes a resident of Canada upon retirement will not enjoy exemption from taxation on the pension which may be paid to the official by the Agency.

6. The spouses of the officials of the Agency may be authorized to hold employment in Canada, subject to the conditions established by the Government of Canada.

7. Privileges and immunities are granted to officials in the interests of the Agency, and not for the personal benefit of the individuals themselves. The President of the Agency shall have the right and the duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Agency. In the case of the President of the Agency, the Board of Governors of the Agency shall have the right to waive the immunity.

8. The President of the Agency shall submit the names and titles of the officials of the Agency to the Secretary of State for External Affairs for his agreement.

## ARTICLE V

### *Experts on Missions for the Agency*

1. Experts (other than officials coming within the scope of Article IV), performing missions for the Agency, shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions. In particular they shall be accorded the following privileges and immunities:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) immunity from legal process in respect of words spoken or written and acts done by them in the course of the performance of their mission;
- (c) inviolability for all papers and documents;

- (d) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (e) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

2. Privileges and immunities are granted to experts in the interests of the Agency and not for the personal benefit of the individuals themselves. The President of the Agency shall have the right and the duty to waive the immunity of any expert in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the Agency.

## ARTICLE VI

### *Abuse of Privileges*

1. If the Government of Canada considers that an abuse of a privilege or immunity conferred by this Agreement has occurred, consultation shall take place between the Government and the Agency in order to determine whether such an abuse has occurred, and, if so, to endeavour to prevent its repetition.

2. The Government of Canada may not require representatives of the Members, or officials and experts, to leave Canada on account of an activity carried out by them in their official capacity. However, in the case of the abuse of privileges of residence by these persons resulting from activities outside their official functions, the Government of Canada may require any such person to leave provided that:

- (a) the representatives of Members and the Senior Officials designated in Article IV, section 3 shall be required to leave Canada in accordance with the diplomatic procedure applicable to diplomatic envoys accredited to Canada;
- (b) the other officials shall be required to leave Canada after the Agency has been informed by the Secretary of State for External Affairs.

## ARTICLE VII

### *Settlement of Disputes*

1. The Agency shall make provision for an appropriate mode of settlement of:

- (a) disputes arising out of contracts or other disputes of a private character to which the Agency is a party;

- (b) disputes involving any official of the Agency if his immunity has not been waived in accordance with the provisions of Article IV, Section 7.

2. Any dispute between the Agency and the Government of Canada concerning the interpretation or application of this Agreement or any supplementary agreement which is not settled by negotiation or other agreed mode of settlement, shall be referred to a tribunal of three arbitrators for final decision. One arbitrator shall be designated by the President of the Agency, and another by the Secretary of State for External Affairs of Canada. The two arbitrators shall appoint a third arbitrator.

## ARTICLE VIII

### *Miscellaneous Provisions*

1. Nothing in this Agreement shall be construed as in any way diminishing, abridging or weakening the right of the Canadian authorities to safeguard the security of Canada, provided that the Agency shall be immediately informed in the event that the Government of Canada shall find it necessary to take any action against any person specified in this Agreement.

2. The Agency and a province of Canada may conclude an understanding on the activities of the Agency or on privileges in respect of matters coming under provincial law insofar as that understanding is not inconsistent with the provisions of this Agreement.

## ARTICLE IX

### *Final Provisions*

This Agreement will enter into force on the date of its signature.

This Agreement may be revised at the request of either Party. To do so, the two Parties shall consult on the modifications in question. In the event that their negotiations should fail to produce an agreement within the time period of one year, this Agreement may be renounced by either Party, upon giving notice of two years.

[*For the testimonium and signatures, see p. 294 of this volume.*]

IN WITNESS WHEREOF, the undersigned duly authorized by the Government of Canada and the Commonwealth of Learning Agency have signed this Agreement.

DONE in duplicate at Vancouver, this 14th day of 1988, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par le Gouvernement du Canada et l'Agence du Commonwealth pour l'enseignement, ont signé le présent Accord.

FAIT en double exemplaire à Vancouver, ce 14ième jour de 1988, en langues française et anglaise, les deux textes faisant également foi.

PAT CARNEY

For the Government of Canada  
Pour le Gouvernement du Canada

S. S. RAMPHAL

For the Agency known as the Commonwealth of Learning  
Pour l'Agence du Commonwealth pour l'enseignement

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