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**Canada
and
St. Lucia**

General Agreement between the Government of Canada and the Government of Saint Lucia on development cooperation (with annexes). Castries, 4 March 1987

Entry into force: *19 July 1996 by notification, in accordance with article XVII*

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**Canada
et
Sainte-Lucie**

Accord général entre le Gouvernement du Canada et le Gouvernement de Sainte-Lucie sur la coopération au développement (avec annexes). Castries, 4 mars 1987

Entrée en vigueur : *19 juillet 1996 par notification, conformément à l'article XVII*

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[ENGLISH TEXT - TEXTE ANGLAIS]

GENERAL AGREEMENT BETWEEN THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF SAINT LUCIA
ON DEVELOPMENT COOPERATION

The Government of Canada and the Government of Saint Lucia,

Wishing to strengthen the existing cordial relations between the two countries and their peoples, and

Moved by the desire to foster development cooperation between the two countries in conformity with the objectives of economic and social development of the Government of Saint Lucia,

Have agreed as follows:

ARTICLE I

The Government of Canada and the Government of Saint Lucia shall promote a programme of development cooperation, between their two countries, consisting of one or more of the following components:

- (a) the sending of appraisal, evaluation, and audit missions to Saint Lucia, to analyse development projects;
- (b) the granting of scholarships and training awards to citizens of Saint Lucia for studies and professional training in Canada, Saint Lucia, or a third country;
- (c) the assignment of Canadian experts, advisors, and other specialists required for the successful execution of development projects in Saint Lucia;
- (d) the provision of equipment, materials, supplies, goods, and services required for the successful execution of development projects in Saint Lucia;
- (e) the elaboration of studies and projects designed to contribute to the economic and social development of Saint Lucia;
- (f) the planning and execution of development projects in Saint Lucia by Canadian non-governmental organizations;
- (g) the planning and implementation of projects, regional in nature, designed to contribute to the economic and social development of the Commonwealth Caribbean; and
- (h) the provision of any other form of assistance which may be mutually agreed upon.

ARTICLE II

- (a) In support of the objectives of this Agreement, the Government of Canada may conclude subsidiary arrangements or loan agreements with the Government of Saint Lucia in respect of specific projects

involving one or several components of the programme described in Article I of this Agreement, except projects referred to in paragraphs (f) and (g) of Article I. For those projects referred to in paragraphs (f) and (g) of Article I of this Agreement, the Government of Canada may enter into financing agreements or arrangements directly with Canadian non-governmental organizations or with other governments, regional organizations or institutions of the Commonwealth Caribbean.

- (b) Unless otherwise stated, subsidiary arrangements concerning grants or contributions from the Government of Canada shall be considered as administrative arrangements.
- (c) Loan Agreements shall be formal agreements between the parties and shall bind them under international law.
- (d) Subsidiary arrangements and loan agreements shall make specific reference to this Agreement.

ARTICLE III

For the purpose of this Agreement:

- (a) "Canadian organizations" means Canadian or other non-Saint Lucian firms, institutions or non-governmental organizations engaged on a particular project;
- (b) "Canadian personnel" means Canadians or non-Saint Lucians, or other non-permanent residents of Saint Lucia, working in Saint Lucia on a particular project;
- (c) "dependent" 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 dependent in Canada; and
- (d) "project" means any Canadian cooperation project which falls within the purview of the cooperation programme described in Article I and which receives funding from the Government of Canada.

ARTICLE IV

The Government of Saint Lucia shall indemnify and save harmless the Government of Canada, Canadian organizations, and Canadian personnel from civil liability for acts or omissions occurring in the course of performance or execution of a project, except where such acts result from wilful misconduct or gross negligence on the part of Canadian organizations and Canadian personnel.

ARTICLE V

The Government of Saint Lucia shall facilitate the repatriation of Canadian personnel, and of their dependents in cases where, in the opinion of the Government of Canada or the Government of Saint Lucia, the life or safety of said personnel and of their dependents is endangered.

ARTICLE VI

The Government of Saint Lucia shall exempt Canadian organizations and Canadian personnel, including their dependents, from all resident and local personal taxes and levies, including taxes on the person such as departure and travel taxes, and taxes imposed on personal income, whether such income arises outside of Saint Lucia, or from Canadian aid funds paid within Saint Lucia, or allowances paid to them by the Government of Saint Lucia, as provided in this Agreement, any subsidiary arrangement, or any loan agreement. In addition, the Government of Saint Lucia shall exempt Canadian organizations and Canadian personnel, including their dependents, from any obligation to present written declarations in relations to these exemptions.

ARTICLE VII

The Government of Saint Lucia shall exempt Canadian organizations and Canadian personnel, including their dependents, from import duties, customs tariffs, and all other duties, taxes, charges, or levies on technical and professional equipment imported into Saint Lucia in the course of a project of development cooperation, and on new or used personal and domestic effects (including household electrical appliances) imported into Saint Lucia, within six (6) months of the arrival in Saint Lucia of the Canadian personnel and of their dependents, subject to the re-exportation or to the termination of the useful life of such effects, or to the disposition of the same to persons enjoying similar exemptions. However, in the event of fire or theft, or the termination of the useful life of such effects, this privilege may be re-exercised at any time during the assignment period.

ARTICLE VIII

Each member of the Canadian personnel may import or export, free of any import duties, customs tariffs, sales and purchase tax and any other duties, taxes or charges, one (1) motor vehicle for personal use, subject to such import being made within (6) months of the arrival in Saint Lucia of the personnel. This privilege may also be exercised every two (2) years from the date when it is first granted. However, in the event of fire, theft, accident, or act of God, causing major damage to the motor vehicle, this

privilege may be re-exercised at any time during the assignment period. The sale or disposal of such a motor vehicle shall be subject to the regulations governing the sale or disposal of motor vehicles of officials of international organizations who are posted in Saint Lucia.

ARTICLE IX

The Government of Saint Lucia shall exempt Canadian personnel and their dependents from import duties, customs tariffs, and other duties or taxes on prescription eyeglasses, especially prescribed medicine and special health foods for their personal use throughout the period of assignment.

ARTICLE X

The Government of Saint Lucia shall exempt funds, technical and professional equipment, products, materials, supplies and any other goods imported into Saint Lucia for, or related to a project, from all taxes, import duties, customs, bond, and all other levies.

ARTICLE XI

The Government of Saint Lucia shall grant to Canadian organizations and personnel, facilities for the opening and maintenance of an external account in any commercial bank in Saint Lucia, and the balance on such an account shall be freely transferable into any other currency, and shall be free from restrictions, official charges or levies in respect of exportation.

ARTICLE XII

The Government of Saint Lucia shall inform Canadian organizations and Canadian personnel of the local laws and regulations which may concern them in the performance of their duties.

ARTICLE XIII

The Government of Saint Lucia shall in a timely manner provide without cost:

- (a) all permits, licences and other documents, necessary to enable Canadian organizations and Canadian personnel to carry out their respective functions;

- (b) all necessary visas and all import or export permits, as the case may be, for the Canadian organizations, the Canadian personnel and their dependents, for equipment, materials, supplies or goods required for the execution of projects, the professional and technical equipment, and the personal effects of these personnel;
- (d) published and unclassified reports, records, statistics, and other information relating to projects and likely to assist Canadian organizations and Canadian personnel in carrying out their duties.

ARTICLE XIV

Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex "A", and the Government of Saint Lucia shall assume the responsibilities described in Annex "B" in respect of any specific project approved under a subsidiary arrangement or a loan agreement. Annexes "A" and "B" shall be integral parts of this Agreement.

ARTICLE XV

Any differences which may arise relating to the interpretation or application of the provisions of this Agreement, or of any subsidiary arrangement or loan agreement, shall be settled by means of negotiations between the Government of Canada and the Government of Saint Lucia.

ARTICLE XVI

This Agreement supersedes the Memorandum of Understanding on the conditions governing Canadian personnel serving in Saint Lucia under the Canadian Technical Assistance Programme in Saint Lucia, signed by the Government of Canada and the Government of Saint Lucia, and which was effective from May 23, 1974.

ARTICLE XVII

This Agreement shall enter into force on the date of an exchange of notes by which the Parties notify each other of the completion of the procedure required by their national law for giving effect to this Agreement, and shall remain in force until terminated by either Party on six (6) months notice in writing to the other Party. The responsibilities of the Government of Canada and those of the Government of Saint Lucia, with regard to projects being carried out by virtue of subsidiary arrangements or loan agreements entered into pursuant to Article II of this Agreement, and begun prior to the receipt of the termination notice referred to above, shall continue until completion of

such projects as if this Agreement remained in force in respect of, and for the whole duration of each such project.

ARTICLE XVIII

This Agreement may be amended at any time by mutual consent of both Parties. Any amendment shall be done by formal Amendment to the Agreement and shall form an integral part of this Agreement.

ANNEX "A"

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA
PROJECTS APPROVED UNDER SUBSIDIARY
ARRANGEMENTS OR LOAN AGREEMENTS

- I. Unless otherwise indicated in subsidiary arrangements or loan agreements, the Government of Canada shall finance the following expenditures based on the rates authorized in its Regulations:
- (a) Expenditures related to Saint Lucian scholarship and training award holders:
 - (i) registration and tuition fees, books, supplies, or materials required;
 - (ii) a living allowance;
 - (iii) medical and hospital expenses; and
 - (iv) economy class fares for travel by air or any other approved means of transportation, in compliance with the requirements of the scholarship and training award programme.
 - (b) Expenditures related to Canadian personnel:
 - (i) their salaries, fees, allowances and other benefits;
 - (ii) their travel expenses and those of their dependents between their normal place of residence and the port of entry and departure in Saint Lucia;
 - (iii) the cost of shipping, between their normal place of residence and the port of entry and departure in Saint Lucia, their personal and household effects, those of their dependents, and the technical and professional material required by said personnel for the execution of their duties; and
 - (iv) the cost of packing of the personal and household effects, and the technical and professional material mentioned in paragraph (iii) above;
 - (v) subject to paragraph 1(a) of Annex "B" of this Agreement, normal hotel expenses including meals not paid for by the Government of Saint Lucia, for the Canadian personnel and their dependents before they are able to occupy permanent accommodation, and immediately prior to their departure after they have vacated their permanent accommodation;
 - (vi) subject to paragraph 1(a) of Annex "B" of this Agreement, the cost for rental of suitable accommodation in the event that the Government of Saint Lucia is not able to provide accommodation; and

- (vii) subject to paragraph 1(b) of Annex "B" of this Agreement, where the assignment of said personnel is less than six (6) months, the cost for temporary accommodation.
 - (c) Expenditures related to certain projects:
 - (i) the cost of services of engineers, architects, and other experts required for the planning and execution of projects; and
 - (ii) the cost of providing materials, equipment, supplies, and other goods, and of the transportation of same to the port of entry in Saint Lucia.
- II. Contracts for the purchase of goods and services required in connection with projects, and agreed to be financed by the Government of Canada, shall be signed by the Government of Canada, or one of its agencies. However, it may be provided in subsidiary arrangements or loan agreements entered into pursuant to this Agreement, that such contracts shall be signed by the Government of Saint Lucia, or one of its agencies, in accordance with the terms and conditions specified in said subsidiary arrangements or loan agreements, consistent with Government of Canada practices.
- III. The Government of Canada shall provide the Government of Saint Lucia with the names of the Canadian personnel and their dependents entitled to the rights and privileges set forth in this Agreement, in subsidiary arrangements or loan agreements.

ANNEX "B"

RESPONSIBILITIES OF THE GOVERNMENT OF SAINT LUCIA
PROJECTS APPROVED UNDER SUBSIDIARY
ARRANGEMENTS OR LOAN AGREEMENTS

- I. Unless otherwise indicated in subsidiary arrangements or loan agreements, the Government of Saint Lucia shall in a timely manner provide or pay:
- (a) For any Canadian personnel on an assignment sought by the Government of Saint Lucia for a period determinable by the said Government, and lasting more than six (6) months;
 - (i) permanent accommodation (excluding utilities) containing basic hard furnishings and appliances to the standards equivalent to that normally accorded to an expatriate civil servant of the Government of Saint Lucia of comparable rank and seniority. This permanent accommodation shall be provided within fourteen (14) days of the arrival of the Canadian personnel in Saint Lucia. In the event that this accommodation cannot be provided, the Government of Saint Lucia shall facilitate leasing of suitable accommodation, and shall pay an allowance to cover fifty percent (50%) of said accommodation;
 - (ii) normal hotel expenses, including meals, for the Canadian personnel and their dependents will be paid by the Government of Saint Lucia for the period in excess of fourteen (14) days in which Canadian personnel and their dependents remain in the hotel.
 - (b) For any Canadian personnel on an assignment sought by the Government of Saint Lucia for a period determinable by the said government, and lasting less than six (6) months, the cost for temporary accommodation, including meals, for the Canadian personnel after sixty (60) days following their arrival in Saint Lucia.
 - (c) Furnished premises and office services in compliance with the standards of the Government of Saint Lucia, including adequate facilities and materials, support staff, mechanical and professional material, equipment and supplies, telephone, mail, and any other services which the Canadian personnel would need in order to carry out their duties.
 - (d) The recruiting and seconding of counterparts when required for the project.
 - (e) The travel expenses and the cost of hotel or other suitable accommodation, including meals, of the Canadian personnel and of their dependents between:

- (i) the port of entry and the place of residence of said personnel in Saint Lucia at the beginning of their assignment; and
 - (ii) the place of residence and the point of departure of said personnel in Saint Lucia upon completion of their assignment.
- (f) The cost of transportation of:
- (i) the personal and household effects of the Canadian personnel and those of their dependents; and
 - (ii) the professional and technical material required by said personnel in the execution of their duties in Saint Lucia,
between
 - (iii) the port of entry and the place of residence of said personnel in Saint Lucia at the beginning of their assignment; and
 - (iv) the place of residence and the point of departure of said personnel in Saint Lucia upon completion of their assignment.
- (g) Any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Saint Lucia.
- (h) All off-loading and other handling costs at port of entry, and any official assistance which may be required for the purpose of expediting the clearance through customs of equipment, products, materials, supplies, and other goods required for the execution of projects and the personal and household effects of Canadian personnel and their dependents.
- (i) The storage of articles, mentioned in paragraph (h) 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 dangers.
- (j) The prompt inland transportation of all equipment, products, materials, supplies, and other imported goods required for the execution of projects, from the port of entry in Saint Lucia to project sites, including where necessary, the obtaining of priority service by forwarding and transportation agents.
- (k) The travel expenses and the cost of hotel or other suitable accommodation, including meals of the Canadian personnel, but not of their dependents, at a level corresponding to their status and rank while they are required to travel on duty.

- (l) Permission to use means of officially approved communications such as radio transmitters and receivers approved for use in Saint Lucia and telephone and telegraph networks, depending on the needs of programmes and projects.
 - (m) The proper use, operation and maintenance of any equipment, materials, supplies and goods financed by the Government of Canada in connection with projects aimed at maximising the benefit thereof to the Government of Saint Lucia, and
 - (n) Other measures within its jurisdiction which facilitate the execution of programmes and projects.
- II. The Government of Saint Lucia shall give access to Canadian personnel and their dependents to medical care and hospitalization in Saint Lucia, in accordance with those standards granted to all citizens and residents of Saint Lucia.
- III. The Government of Saint Lucia acknowledges that each member of the Canadian personnel shall be entitled to a period of four (4) weeks leave per annum, which leave may be taken inside or outside Saint Lucia at a time or times to be arranged between the Canadian personnel and the Saint Lucian authorities concerned.
- IV. The Government of Saint Lucia shall ensure that employment shall be guaranteed for a period equivalent to the period of training, or up to the maximum of five (5) years to scholarship and training award holders from the public service of Saint Lucia, upon return to their country following completion of their programmes of study. Annual reports on the positions held by returned scholars shall be provided.
- V. The Government of Saint Lucia shall facilitate the admission of children, to either private or government schools as selected by the Canadian personnel.