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**Canada
and
Dominica**

General Agreement between the Government of Canada and the Government of the Commonwealth of Dominica on development cooperation (with annexes). Roseau, 25 September 1987

Entry into force: *22 July 1997 by notification, in accordance with article XVII*

Authentic texts: *English and French*

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**Canada
et
Dominique**

Accord général entre le Gouvernement du Canada et le Gouvernement du Commonwealth de la Dominique sur la coopération au développement (avec annexes). Roseau, 25 septembre 1987

Entrée en vigueur : *22 juillet 1997 par notification, conformément à l'article XVII*

Textes authentiques : *anglais et français*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 16 octobre 2015*

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THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE COMMONWEALTH OF DOMINICA (hereinafter referred to as the Government of Dominica),

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 Dominica,

HAVE AGREED as follows:

Article I

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

1. the sending of appraisal, evaluation and audit missions to Dominica, to analyse development projects;
2. the granting of scholarships and training awards to citizens of Dominica for studies and professional training in Canada, The Commonwealth of Dominica, or a third country;
3. the assignment of Canadian experts, advisors, and other specialists required for the successful execution of development projects in Dominica;
4. the provision of equipment, materials, supplies, goods, and services required for the successful execution of development projects in Dominica;
5. the elaboration of studies and projects designed to contribute to the economic and social development of Dominica;
6. the planning and execution of development projects in Dominica by Canadian non-governmental organizations;
7. the planning and implementation of projects, regional in nature, designed to contribute to the economic and social development of the Commonwealth Caribbean; and
8. the provision of any other form of assistance which may be mutually agreed upon.

Article II

1. In support of the objectives of this Agreement, the Government of Canada may conclude subsidiary arrangements or loan agreements with the Government of Dominica 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.

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

Article III

For the purpose of this Agreement:

1. "Canadian organizations" means Canadian or other non-Dominican firms, institutions or non-governmental organizations engaged on a particular project;
2. "Canadian personnel" means Canadians or non-Dominicans, or other non-permanent residents of Dominica, working in Dominica on a particular project;
3. "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
4. "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 Dominica 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 Dominica 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 Dominica, the life or safety of said personnel and of their dependents is endangered.

Article VI

The Government of Dominica 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 Dominica, or from Canadian aid funds paid within Dominica, or allowances paid to them by the Government of Dominica, as provided in this Agreement, any subsidiary arrangement, or any loan agreement. In addition, the Government of Dominica 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 Dominica 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 Dominica in the course of a project of development cooperation, and on new or used personal and domestic effects (including household electrical appliances) imported into Dominica, within six (6) months of the arrival in Dominica 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 Dominica 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 Dominica.

Article IX

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

Article XI

The Government of Dominica shall grant to Canadian organizations and personnel, facilities for the opening and maintenance of an external account in any commercial bank in Dominica, 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 Dominica 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 Dominica shall in a timely manner provide without cost:

1. all permits, licences and other documents, necessary to enable Canadian organizations and Canadian personnel to carry out their respective functions;
2. 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;
3. 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 Dominica 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 Dominica.

Article XVI

This Agreement supersedes the Memorandum of Understanding on the conditions governing Canadian personnel serving in Dominica under the Canadian Technical Assistance Programme in Dominica, signed by the Government of Canada and the Government of Dominica, and which was effective from March 24, 1975.

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 Dominica, 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.

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

DONE in two originals at Roseau, this 25th day of September 1987, in English and French, each version being equally authentic.

Noble Power
FOR THE GOVERNMENT OF CANADA

Eugenia Charles
FOR THE GOVERNMENT OF DOMINICA

ANNEX "A"

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

PROJECTS APPROVED UNDER SUBSIDIARY ARRANGEMENTS OR LOAN AGREEMENTS

1. Unless otherwise indicated in subsidiary arrangements or loan agreements, the Government of Canada shall finance the following expenditures based on the rates authorised in its Regulations:
 1. Expenditures related to Dominican scholarship and training award holders:
 1. registration and tuition fees, books, supplies, or materials required;
 2. a living allowance;
 3. medical and hospital expenses; and
 4. 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.
 2. Expenditures related to Canadian personnel:
 1. their salaries, fees, allowances and other benefits;
 2. their travel expenses and those of their dependents between their normal place of residence and the port of entry and departure in Dominica;
 3. the cost of shipping, between their normal place of residence and the port of entry and departure in Dominica, 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
 4. the cost of packing of the personal and household effects, and the technical and professional material mentioned in paragraph (iii) above;
 5. subject to paragraph 1(a) of Annex "B" of this Agreement, normal hotel expenses including meals not paid for by the Government of Dominica, 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;
 6. 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 Dominica is not able to provide accommodation; and
 7. 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.
 3. Expenditures related to certain projects:
 1. the cost of services of engineers, architects, and other experts required for the planning and execution of projects; and
 2. the cost of providing materials, equipment, supplies, and other goods, and of the transportation of same to the port of entry in Dominica.

2. 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 Dominica, 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.
3. The Government of Canada shall provide the Government of Dominica 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 DOMINICA

PROJECTS APPROVED UNDER SUBSIDIARY ARRANGEMENTS OR LOAN AGREEMENTS

1. Unless otherwise indicated in subsidiary arrangements or loan agreements, the Government of Dominica shall in a timely manner provide or pay:
 1. For any Canadian personnel on an assignment sought by the Government of Dominica for a period determinable by the said Government, and lasting more than six (6) months:
 1. 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 Dominica of comparable rank and seniority. This permanent accommodation shall be provided within fourteen (14) days of the arrival of the Canadian personnel in Dominica. In the event that this accommodation cannot be provided, the Government of Dominica shall facilitate leasing of suitable accommodation, and shall pay an allowance to cover fifty percent (50%) of said accommodation;
 2. normal hotel expenses, including meals, for the Canadian personnel and their dependents will be paid by the Government of Dominica for the period in excess of fourteen (14) days in which Canadian personnel and their dependents remain in the hotel.
 2. For any Canadian personnel on an assignment sought by the Government of Dominica 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 Dominica.
 3. Furnished premises and office services in compliance with the standards of the Government of Dominica, 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.
 4. The recruiting and seconding of counterparts when required for the project.
 5. The travel expenses and the cost of hotel or other suitable accommodation, including meals, of the Canadian personnel and of their dependents between:
 1. the port of entry and the place of residence of said personnel in Dominica at the beginning of their assignment; and
 2. the place of residence and the point of departure of said personnel in Dominica upon completion of their assignment.
 6. The cost of transportation of:

1. the personal and household effects of the Canadian personnel and those of their dependents; and
2. the professional and technical material required by said personnel in the execution of their duties in Dominica,

between

3. the port of entry and the place of residence of said personnel in Dominica at the beginning of their assignment; and
 4. the place of residence and the point of departure of said personnel in Dominica upon completion of their assignment.
7. Any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Dominica.
 8. 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.
 9. 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.
 10. 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 Dominica to project sites, including where necessary, the obtaining of priority service by forwarding and transportation agents.
 11. 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.
 12. Permission to use means of officially approved communications such as radio transmitters and receivers approved for use in Dominica and telephone and telegraph networks, depending on the needs of programmes and projects.
 13. 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 Dominica, and
 14. Other measures within its jurisdiction which facilitate the execution of programmes and projects.
2. The Government of Dominica shall give access to Canadian personnel and their dependents to medical care and hospitalization in Dominica, in accordance with those standards granted to all citizens and residents of Dominica.
 3. The Government of Dominica 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 Dominica at a time or times to be arranged between the Canadian personnel and the Dominican authorities concerned.
 4. The Government of Dominica 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 Dominica, upon return to their country following completion of their programmes of study. Annual reports on the positions held by returned scholars shall be provided.
 5. The Government of Dominica shall facilitate the admission of children, to either private or government schools as selected by the Canadian personnel.