

No. 53009*

**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*

Registration with the Secretariat of the United Nations: *Canada, 16 October 2015*

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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.