

- (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 Haïti 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 Haïti undertake to promote the execution of projects in Haïti.
- (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 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 Haïti 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 Haïti 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 Haïti 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.