

3. Subsidiary arrangements shall make specific reference to this Agreement and the terms of this Agreement shall, unless stated otherwise, apply to such subsidiary arrangements.

ARTICLE III

Unless otherwise indicated, CANADA shall assume the responsibilities described in Annex "A" and INDIA shall assume the responsibilities described in Annex "B" in respect of any specific project established under a subsidiary arrangement. Annexes "A" and "B" shall be integral parts of this Agreement.

ARTICLE IV

For the purposes of this Agreement:

- (a) "Canadian firm" means Canadian or other non-Indian firms or institutions engaged in any project established under a subsidiary arrangement;
- (b) "Canadian personnel" means Canadians or non-Indian or other non-permanent residents of the Republic of India, who are working in the Republic of India on any project established under a subsidiary arrangement; and
- (c) "dependant" means
 - (i) the spouse of a member of the Canadian personnel, including a person of the opposite sex with whom the member of the Canadian personnel has lived and publicly represented as his or her spouse for a period of not less than one year before the commencement of his or her period of service in the Republic of India;
 - (ii) a child of the member of the Canadian personnel or his or her spouse who is:
 - (a) under twenty-one years of age and dependent on the member of the Canadian personnel or his or her spouse for support, or
 - (b) twenty-one years of age or older and dependent on the member of the Canadian personnel or his or her spouse for support by reason of a mental or physical incapacity.

ARTICLE V

INDIA shall indemnify and save harmless CANADA, Canadian firms and Canadian personnel from civil liability for acts or omissions occurring in the course of the performance of their duties in the execution of any specific project established under any subsidiary arrangement except for acts arising from gross negligence or wilful misconduct of Canadian firms or Canadian personnel.