

## ARTICLE V

For the purposes of this Agreement:

- (a) "Canadian firm" means Canadian or other non-Nicaraguan firms, organizations, institutions or non-governmental organizations or institutions engaged in any project established under a subsidiary agreement;
- (b) "Canadian personnel" means Canadians or non-Nicaraguan or other non-permanent residents of Nicaragua, who are working in Nicaragua on any project established under a subsidiary agreement; 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 Nicaragua;
  - 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 VI

The Government of the Republic of Nicaragua shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability incurred in Nicaragua and under Nicaraguan law 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 agreement except for acts arising from gross negligence or wilful misconduct of Canadian firms or Canadian personnel.