

- (e) the execution of development projects by Canadian non-governmental organizations and institutions;
- (f) any other form of cooperation agreed upon by both governments.

### ARTICLE III

- (a) In pursuance of the objectives in this Agreement, the Government of Canada and the Government of Niger undertake to promote the execution of projects in Niger.
- (b) With the exception of those projects mentioned in paragraph (e) of Article II, projects shall be the subject of subsidiary agreements between the two Governments.
- (c) Unless specified otherwise, subsidiary agreements concerning grants or contributions from the Government of Canada shall be considered administrative arrangements.
- (d) Projects mentioned in paragraph (e) of Article II shall be the subject of contribution agreements between the Government of Canada, through the intermediary of the Canadian International Development Agency, and the Canadian non-governmental organization involved.
- (e) Subsidiary agreements concerning projects financed jointly by the Government of Canada and an intermediary organization may, subject to the agreement of the Governments of Canada and Niger, be concluded through the intermediary of such an organization as administrator of the funds supplied by the Government of Canada, in the form and manner required by such an organization.

### ARTICLE IV

Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex "A" and the Government of Niger shall assume those described in Annex "B" in respect of any project established under a subsidiary agreement between the two Governments. Annexes "A" and "B" shall be integral parts of this Agreement.

### ARTICLE V

The Government of Canada, Canadian firms and Canadian personnel shall not be held responsible for damages sustained by third parties or their property, or for losses of such property as a result of the execution of projects, except to the extent that these damages or losses arise from gross negligence, fraud or criminal negligence on the part of Canadian firms or Canadian personnel.