

## ARTICLE 5

In this Agreement,

1. "Canadian firms" will mean those Canadian firms engaged in a technical co-operation programme, in compliance with this Agreement or any approved programme or project established in compliance with an agreement subsidiary to this Agreement.
2. "Canadian personnel" will mean the Canadian personnel engaged in a technical co-operation programme in compliance with this Agreement or any approved programme or project established in compliance with an agreement subsidiary to this Agreement.
3. "Dependents of the Canadian personnel" (family) will mean the spouse and children up to 18 years old.
4. "Corresponding Cuban organization" means the Cuban organization designated by the Revolutionary Government of the Republic of Cuba for the execution of a programme of technical co-operation in compliance with this Agreement, or of any approved programme or project established in compliance with an agreement subsidiary to this Agreement.

## ARTICLE 6

The Revolutionary Government of the Republic of Cuba will safeguard the Canadian Government and Canadian firms and Canadian personnel from civil responsibility for damages caused in the carrying out of their duties, except those acts caused intentionally or resulting from wilful negligence or fraudulent or criminal acts. On the other hand, the Government of Canada will ensure that all Canadian personnel and Canadian firms who may go to Cuba under this Agreement will obtain insurance against damages which may result from the actions of such Canadian firms or Canadian personnel in the fulfillment of their responsibilities under this Agreement.

## ARTICLE 7

The corresponding Cuban organization will assume all expenses for import duties, customs duties and other duties and taxes relating to technical and professional equipment, one automobile for each member of Canadian personnel, and the personal and household effects of Canadian personnel, and food and liquor for the use of Canadian personnel when such items are imported into the Republic of Cuba by Canadian firms or Canadian personnel. This provision will also apply to the dependents of Canadian personnel when such personnel are engaged to remain in the Republic of Cuba for at least six months. This article only applies to items which may be legally imported into the Republic of Cuba.

## ARTICLE 8

The Revolutionary Government of the Republic of Cuba will guarantee Canadian firms and personnel the right to re-export all money funds that they might import into the Republic of Cuba, when this occurs within the framework of this Agreement or agreements subsidiary to this Agreement and provided that the entry of such funds is properly registered at the Banco Nacional de Cuba.