

ARTICLE V

The articles of this Agreement and the annexes (A) and (B) are considered to be an integral part of this Agreement.

ARTICLE VI

In this Agreement:

- (1) "Canadian firms" shall mean those Canadian firms engaged in a program of technical co-operation under this Agreement or in an approved program or project established under a subsidiary agreement to this Agreement.
- (2) "Canadian personnel" shall mean those Canadian experts engaged in a program of technical co-operation under this agreement or in an approved program or project established under a subsidiary agreement to this Agreement.

ARTICLE VII

The Government of Haiti agrees that the Government of Canada shall be saved harmless from and against any civil liability whatsoever and that all Canadian firms and Canadian personnel who are engaged in an approved program or project established under a subsidiary agreement to this Agreement shall be saved harmless from and against civil liability arising out of or in the performance of their duties. Furthermore, under this guarantee the Government of Haiti agrees to protect the interest and assume the defense of all Canadian firms or Canadian personnel, as described, in the case of claims which may be made against them in the performance of their duties, except for those resulting from fraudulent acts or wilful misconduct.

ARTICLE VIII

The Government of Haiti shall exempt Canadian firms and Canadian personnel, including their dependents, from all resident and local taxes, including income taxes or other types of taxes, on any income arising outside of Haiti, or from Canadian aid funds or on their income coming from the Government of Haiti, as provided in this Agreement or any subsidiary agreement to this Agreement, as well as exempt them from the necessity of filing income tax returns in Haiti to justify these exemptions.

ARTICLE IX

The Government of Haiti shall grant duty free entry of technical and professional equipment, household and bona fide personal effects for the Canadian firms and the Canadian personnel, including their dependents, one automobile per expert, provided the expert is working in Haiti for a period of at least six months. These conditions shall be applicable provided that these goods shall be exported to Canada when the work of the expert has ended except for those goods which have become obsolete or those transferred to the Government of Haiti or to persons entitled to the same privileges.