

ARTICLE III

Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex "A" and the Government of Upper Volta shall assume the responsibilities described in Annex "B" in respect of any specific project established under a subsidiary understanding. The Annexes "A" and "B" shall be integral parts of this Agreement.

ARTICLE IV

For the purposes of this Agreement:

- (1) "Canadian firm" means Canadian or other firms or institutions from outside Upper Volta engaged in any project under a subsidiary understanding;
- (2) "Canadian personnel" means Canadians or other persons from outside Upper Volta working in that country on any project established under a subsidiary understanding; and
- (3) "dependant" means:
 - (a) the spouse of a Canadian staff member;
 - (b) the child of a Canadian staff member or his spouse, who is less than twenty-one years old and dependent upon one of them or who is twenty-one years of age or older and is in the charge of one of them because of physical or mental disability; and
 - (c) any other person recognized as a dependant according to the laws of Canada.

ARTICLE V

The Government of Upper Volta agrees that the Government of Canada, Canadian firms and Canadian personnel shall be saved harmless from and against all claims, damages, interests, losses, costs or expenses resulting from bodily injury to a third party, the loss of goods belonging to a third party or damage to the property of a third party which may have been caused by or suffered as a result of the execution of a project of any of its components, except when the courts judge that such injury, loss or damage was intentional or resulted from gross misconduct, fraud or criminal negligence. In other terms, in case of damages to a third party that may have been caused by a Canadian expert or by a Canadian firm, the Government of Upper Volta shall be responsible in the same manner as it shall be for its own subjects.