

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF CANADA**

**AND**

**THE BANK FOR INTERNATIONAL SETTLEMENTS**

**ON THE ESTABLISHMENT OF AN OFFICE OF THE BANK IN CANADA**

**FOR THE OPERATION OF THE BIS INNOVATION HUB TORONTO CENTRE**

**THE GOVERNMENT OF CANADA AND THE BANK FOR INTERNATIONAL SETTLEMENTS** (the “Parties”),

**HAVING REGARD** to the *Convention respecting the Bank for International Settlements*, done at The Hague on 20 January 1930, the Constituent Charter of the Bank for International Settlements of 20 January 1930, and the Statutes of the Bank for International Settlements of 20 January 1930, as amended, and the *Protocol regarding the Immunities of the Bank for International Settlements*, done at Brussels on 30 July 1936;

**NOTING** that the Bank for International Settlements has decided to establish an office in Toronto, Canada for the operations of the BIS Innovation Hub; and

**HAVING REGARD** to the existing cooperation and strategic partnership between the BIS and the Bank of Canada;

**HAVE AGREED** as follows:

**ARTICLE 1**

For the purposes of this Agreement:

- (a) “BIS” means the Bank for International Settlements, including the Innovation Hub, which is a unit of the Bank for International Settlements;
- (b) “BISIH Toronto Centre” means the Bank for International Settlements Innovation Hub Centre established in Toronto, Canada;
- (c) “GAC Protocol” means the Office of Protocol of the Department of Foreign Affairs, Trade and Development of Canada or its successor;
- (d) “Officials of the BIS” means BIS staff employed outside the BISIH Toronto Centre;

- (e) “Officials of the BISIH Toronto Centre” means BIS staff or secondees appointed or assigned by the BIS to the BISIH Toronto Centre, including individuals seconded by a central bank to the BISIH Toronto Centre, with GAC Protocol being notified prior to taking up their appointment to the BISIH Toronto Centre;
- (f) “Expert” means an individual, other than a member of staff of the BIS or a secondee, designated by the BIS and notified to GAC Protocol prior to their arrival in Canada;
- (g) “Secondee” means an individual, including a member of staff from a central bank, seconded by such bank to the BISIH Toronto Centre and notified to GAC Protocol prior to taking up their appointment to the BISIH Toronto Centre;
- (h) “Premises of the BISIH Toronto Centre” means the premises occupied by the BISIH Toronto Centre for purposes of carrying out its official activities, but does not include the residences of officials of the BISIH Toronto Centre;
- (i) “Head of the BISIH Toronto Centre” means the individual appointed by BIS as Head of the BISIH Toronto Centre;
- (j) “Official Activities” of the BIS include all activities undertaken pursuant to the Statutes of the Bank, and all activities appropriate to fulfil its purpose and functions under Article 3 of those Statutes;
- (k) “Statutes of the Bank” means the Statutes of the Bank for International Settlements of 20 January 1930 as amended.

## **ARTICLE 2**

The BIS shall have in Canada, to the extent required for the performance of its official activities, the legal capacities of a body corporate, including the capacity to contract, acquire, and dispose of property, and to institute legal proceedings.

## **ARTICLE 3**

1. Canada shall guarantee the BIS, including its BISIH Toronto Centre, the autonomy and freedom of action to carry out its official activities.

2. Canada shall grant the BIS, as well as members of the BIS and other institutions in their relations with the BIS, freedom to hold meetings in Canada in connection with the BIS's official activities.

#### ARTICLE 4

1. The premises of the BISI Toronto Centre are inviolable and are immune from search, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, judicial, or legislative action, except with the consent of and under the conditions agreed to by the General Manager or Deputy General Manager of the BIS or the Head of the BISI Toronto Centre, or their duly authorized representative.

2. The premises of the BISI Toronto Centre may be entered without permission granted under paragraph 1 in connection to any emergency requiring prompt protective action.

3. The BIS shall not permit the premises of the BISI Toronto Centre to become a refuge from injustice for persons who are avoiding arrest or service of legal process under the laws of Canada or against whom an order of extradition or deportation has been issued by the appropriate authorities.

4. This Article does not prevent the reasonable application of fire protection regulations.

#### ARTICLE 5

1. Within the scope of its official activities, the BIS shall enjoy immunity from criminal, civil, and administrative jurisdiction, except that the immunity of the BIS shall not apply:

- (a) to the extent that the BIS may expressly waive immunity in a particular case or in any written document;
- (b) in respect of civil action arising from banking or financial transactions with a contractual counterparty of the BIS;
- (c) in respect of a civil action relating to death or personal injury caused by an act or omission in Canada, without prejudice to Articles 19 and 23.2;

- (d) in respect of the enforcement of an arbitration award made against the BIS as a result of an express submission to arbitration by or on behalf of the BIS; or
- (e) in respect of any counter-claim directly connected with court proceedings initiated by the BIS.

2. Except in the case of a final judgement or arbitral award issued by a court or arbitral tribunal which has jurisdiction over the BIS in accordance with this Article, all BIS property and assets, all deposits entrusted to the BIS in furtherance of its official activities, and all claims against the BIS, shall, without the express prior agreement of the BIS, wherever located in Canada and by whomsoever held, be immune from any form of seizure, attachment, sequestration, execution, requisition, confiscation, expropriation, freeze, inhibition, or any other form of seizure, taking or foreclosure by executive, judicial or legislative action.

#### **ARTICLE 6**

The archives of the BIS, and in general all documents and any data and media (including in electronic form) belonging to it or held by it, are inviolable wherever located in Canada and by whoever held.

#### **ARTICLE 7**

The BIS shall enjoy in Canada, for its official communications, treatment not less favourable than that accorded by the Government of Canada to any other international organization, including its mission in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications; and press rates for information to the press and radio. No censorship is applied to the official correspondence and other official communications of the BIS.

## ARTICLE 8

The BIS shall have the right to use codes and to despatch and receive its correspondence by courier or in bags, which have the same immunities and privileges as diplomatic couriers and bags.

## ARTICLE 9

1. The BIS, its assets, income and other property are, to such extent required for the performance of official activities, exempt from:
  - (a) all direct taxes except for charges for public utility services;
  - (b) customs duties in respect of articles imported or exported by the BIS in the furtherance of its official activities; articles imported under such exemption must not be sold or disposed of in Canada except under conditions determined by the Government of Canada; and
  - (c) customs duties and prohibitions and restrictions on imports and exports in respect of its publications.
2. For greater certainty, direct taxes include the Goods and Services Tax/Harmonized Sales Tax imposed by the Government of Canada under Part IX of the Excise Tax Act.

## ARTICLE 10

1. The BIS may receive, hold, convert, and transfer all funds, gold, currencies, cash, and other transferable securities, and dispose freely thereof, and generally carry out without any restriction all official activities within Canada and in the BIS's relations with other financial markets.
2. Within the scope of its official activities, the BIS shall have the unrestricted right to transact business with any financial or other institution located inside or outside of Canada, subject to compliance with any sanctions administered or enforced in Canada.

## ARTICLE 11

1. Members of the Board of Directors of the BIS, the General Manager of the BIS, the Deputy General Manager of the BIS and representatives of the central banks and monetary authorities that are members of the BIS shall enjoy the following privileges and immunities in Canada while carrying out official activities:

- (a) immunity from suit and legal process in Canada with respect of words spoken or written and all acts done by them in their official capacity;
- (b) inviolability for all official papers and documents, data or data media;
- (c) exemption in respect of themselves and their spouses and dependent children under the age of 21 from immigration restrictions, alien registration, or national service obligations in Canada; and
- (d) exemption from inspection of personal baggage, unless there are serious grounds for presuming that it contains articles not for the official activities of the BIS or personal use of the person, or articles the import or export of which are restricted or prohibited by law, with such inspection to be conducted only in the presence of the person or that person's representative.

2. The privileges and immunities set out in sub-paragraph (c) and (d) of paragraph 1 of this Article do not apply to Members of the Board of Directors of the BIS, the General Manager of the BIS, the Deputy General Manager of the BIS and representatives of the central banks and monetary authorities that are members of the BIS who are nationals or permanent residents of Canada.

## ARTICLE 12

1. The privileges and immunities are granted to Members of the Board of Directors of the BIS, the General Manager of the BIS, the Deputy General Manager of the BIS and representatives of the central banks and monetary authorities that are members of the BIS, for the purpose of the BIS's official activities and not for the personal benefit of the individuals themselves.

2. The Chair of the Board of Directors of the BIS shall have the right and duty to waive the immunity of any Member of the Board, representative of a central bank or monetary authority that is a member of the BIS, the General Manager of the BIS, or the Deputy General Manager of the BIS if, in their opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the BIS. In the case of the Chair of the Board of Directors, the Board of Directors of the BIS without the Chair shall have the right and duty to waive immunity under the same conditions.

### ARTICLE 13

1. Officials of the BIS shall enjoy the following privileges and immunities in Canada while carrying out official activities:

- (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) be immune from national service obligations;
- (c) inviolability for all official papers, documents, data, or data media; and
- (d) be immune, together with their spouses and dependent children under the age of 21, from immigration restrictions and alien registration.

2. The privileges and immunities set out in sub-paragraphs (b) and (d) do not apply to officials of the BIS who are nationals or permanent residents of Canada.

### ARTICLE 14

1. Officials of the BISI Toronto Centre shall enjoy the following privileges and immunities in Canada while carrying out official activities:

- (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) be exempt from taxation on the salaries and emoluments paid to them by the BIS;
- (c) be immune from national service obligations;



- (d) inviolability for all official papers, documents, data or data media;
- (e) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (f) be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the government concerned;
- (g) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys; and
- (h) have the right to import free of duty their furniture and effects at the time of first taking up their post in Canada.

2. The privileges and immunities set out in sub-paragraphs (b), (c), (e), (f), (g), and (h) do not apply to officials of the BISI Toronto Centre who are nationals or permanent residents of Canada.

#### **ARTICLE 15**

Experts performing missions for the BIS shall be accorded the following privileges and immunities:

- (a) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process in Canada. This immunity from legal process continues to be accorded notwithstanding that the persons concerned are no longer employed on missions for the BIS; and
- (b) inviolability for all papers and documents, data or data media.

#### **ARTICLE 16**

1. Privileges and immunities that are granted to officials of the BIS, officials of the BISI Toronto Centre and experts are in the interests of the BIS for the performance of its official activities and not for the personal benefit of the individuals themselves.

2. The General Manager of the BIS or Deputy General Manager of the BIS shall have the right and the duty to waive the immunity of any official of the BIS, official of the BSIH Toronto Centre or expert in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of BIS.

3. If immunity is not waived in accordance with this Article, the BIS shall do its best to ensure the satisfactory settlement of disputes involving the BIS or any official of the BIS, official of the BSIH Toronto Centre or expert who benefits from immunity under this Agreement.

4. If a serious offence or repeated minor offences are alleged to have been committed by an official of the BIS, official of the BSIH Toronto Centre, secondee or expert, and immunity has not been waived in accordance with this Agreement within a reasonable period of time, Canada may notify the General Manager of the BIS or Head of BSIH Toronto Centre that the aforementioned official of the BIS, official of BSIH Toronto Centre, secondee or expert's presence in Canada is no longer acceptable. In any such case, the General Manager of the BIS shall, as appropriate, either recall the person concerned to one of his headquarters or terminate their functions at the BSIH Toronto Centre.

#### **ARTICLE 17**

Any immunity conferred on any person by this Agreement does not apply to liability arising from a road traffic accident or offence.

#### **ARTICLE 18**

This Agreement does not exempt a Canadian citizen or permanent resident of Canada, residing or ordinarily resident in Canada, from liability for any taxes or duties imposed by any law in Canada.

#### **ARTICLE 19**

The BIS shall co-operate at all times with the appropriate authorities in Canada to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Agreement.

## **ARTICLE 20**

1. This Agreement does not diminish, abridge, or weaken the right of Canadian authorities to safeguard the security of Canada, provided that the BIS shall be immediately informed in the event that the Government of Canada shall find it necessary to take any action against any person enumerated in this Agreement.
2. The BIS shall co-operate with the Canadian authorities to prevent any prejudice to the security of Canada as a result of any activity of the BIS.

## **ARTICLE 21**

The Parties may conclude administrative arrangements, if necessary, to implement this Agreement.

## **ARTICLE 22**

1. Any dispute between the Parties concerning the interpretation or implementation of this Agreement, which is not settled by negotiation or other modes of settlement, is referred to a tribunal of three arbitrators for final decision, to be constituted for each dispute. Within two months of a receipt of the request for arbitration, the Parties shall each appoint one member of the tribunal. The two arbitrators shall appoint a third arbitrator. The third arbitrator shall be President of the tribunal.
2. If within three months from the date of the receipt of the request for arbitration, the necessary appointments have not been made, Canada or the BIS may, in the absence of any other decision, invite the Secretary General of the Permanent Court of Arbitration to make the necessary appointments.
3. The decision of the tribunal is final and binding. The tribunal adopts its own rules of procedure, and in this respect is guided by the Permanent Court of Arbitration (PCA) Arbitration Rules 2012.

## **ARTICLE 23**

1. Without prejudice to any privileges and immunities of the BIS as set out in this Agreement, the BIS shall make adequate provision for appropriate modes of settlement of disputes arising out of contracts or other disputes to which the organisation is a party.

2. Disputes between the BIS and its staff members are settled in accordance with the Statute of the Administrative Tribunal of the BIS.

#### **ARTICLE 24**

The Government of Canada shall not, as a result of the BIS's activities in Canada, assume any responsibility for any act or omission by the BIS, officials of the BIS, officials of the BISIH Toronto Centre, secondees or experts.

#### **ARTICLE 25**

This Agreement does not affect the privileges and immunities granted to the BIS pursuant to the *Convention respecting the Bank for International Settlements*, done at The Hague on 20 January 1930, the Constituent Charter of the Bank for International Settlements of 20 January 1930, and the Statutes of the Bank for International Settlements of 20 January 1930, as amended, and the *Protocol regarding the Immunities of the Bank for International Settlements*, done at Brussels on 30 July 1936.

#### **ARTICLE 26**

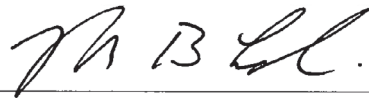
1. This Agreement enters into force in accordance with an exchange of notes between the Parties.
2. This Agreement may be amended at the request of a Party, through consultations. The amendment enters into force in accordance with an exchange of notes between the Parties.


3. A Party may terminate this Agreement at any time, with one year's notice, in writing.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed this Agreement.

DONE in duplicate at *OTTAWA*, on this *31st* day of *JANUARY* 2024, in the English and French languages, each version being equally authentic.

  
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**FOR THE GOVERNMENT  
OF CANADA**

  
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INTERNATIONAL SETTLEMENTS**

  
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